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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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February 24, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising a contract renewal option, by increasing the total price limitation by $26,686,503.76 from $38,207,472.64 to $64,893,976.40, and extending the completion dates from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 30.62% Federal Funds. 69.38% General Funds.

The individual contracts and amendments were approved by Governor and Executive Council as specified in the table below:

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$6,351,133.79	$4,466,918.96	$10,818,052.75	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A A2: 6/26/24 Item #60
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$1,123,926.68	$800,504.32	$1,924,431.00	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A A2: 6/26/24 Item #60
Grafton County Senior Citizens Council, Inc. (Lebanon, NH)	177675	Grafton County and Plainfield	$3,770,248.91	$2,675,991.92	$6,446,240.83	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A A2: 6/26/24 Item #60
Home Healthcare,	177274	Cheshire County	$2,361,753.57	$1,650,831.84	$4,012,585.41	O: 6/29/22 Item #45

Hospice and Community Services, Inc. (Keene, NH)						A1: 5/3/23 Item #26 A2: 6/26/24 Item #60
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$2,450,686.88	$1,729,733.04	$4,180,419.92	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A A2: 6/26/24 Item #60
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,669,262.32	$1,227,681.84	$2,896,944.16	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A A2: 6/26/24 Item #60
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$6,543,813.36	$4,630,311.28	$11,174,124.64	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A A2: 6/26/24 Item #60
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$8,792,697.26	$5,925,679.76	$14,718,377.02	O: 6/29/22 Item #45 A1: 6/26/24 Item #60
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$2,415,709.53	$1,680,708.40	$4,096,417.93	O: 6/29/22 Item #45 A1: 6/26/24 Item #60
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$2,728,240.34	$1,898,142.40	$4,626,382.74	O: 6/29/22 Item #45 A1: 6/26/24 Item #60
		Total:	**$38,207,472.64**	**$26,686,503.76**	**$64,893,976.40**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to continue to provide home-delivered and congregate meals to qualifying New Hampshire residents.

Approximately 63,000 individuals will be served during State Fiscal Years 2026 and 2027.

The Contractors will continue to provide meals to individuals, who are age 60 and older, and to adults between the ages of 18 and 59 who have a chronic illness or disability, by using the following three methods:

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

As referenced in Exhibit A of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, continued statewide coverage, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the three (3) years available.

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness statewide may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: ALN #93.045, FAIN #2401NHOAHD, ALN #93.045, FAIN #2401NHOACM, ALN #93.667, FAIN #2501NHSOSR.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

RFA-2023-BEAS-04-BEASN / BEAS Nutrition Services

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DLTSS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING GRANTS

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$1,118,869.36	$0.00	$1,118,869.36
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,515,753.68	$1,515,753.68
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,515,753.68	$1,515,753.68
			Subtotal	***$3,356,629.22***	***$3,031,507.36***	***$6,388,136.58***

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$218,961.68	$0.00	$218,961.68
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$316,524.88	$316,524.88
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$316,524.88	$316,524.88
			Subtotal	***$656,901.68***	***$633,049.76***	***$1,289,951.44***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$556,856.72	$0.00	$556,856.72
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$885,585.68	$885,585.68
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$885,585.68	$885,585.68
			Subtotal	***$1,670,603.02***	***$1,771,171.36***	***$3,441,774.38***

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84

2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$404,843.88	$0.00	$404,843.88
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$545,268.92	$545,268.92
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$545,268.92	$545,268.92
			Subtotal	***$1,214,546.28***	***$1,090,537.84***	***$2,305,084.12***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$218,215.20	$0.00	$218,215.20
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$376,330.08	$376,330.08
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$376,330.08	$376,330.08
			Subtotal	***$654,662.96***	***$752,660.16***	***$1,407,323.12***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$1,131,429.32	$0.00	$1,131,429.32
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,545,769.12	$1,545,769.12
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,545,769.12	$1,545,769.12
			Subtotal	***$3,394,313.96***	***$3,091,538.24***	***$6,485,852.20***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$1,850,836.40	$0.00	$1,850,836.40
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$2,244,769.52	$2,244,769.52
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$2,244,769.52	$2,244,769.52
			Subtotal	***$5,552,532.36***	***$4,489,539.04***	***$10,042,071.40***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88

2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$437,524.08	$0.00	$437,524.08
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$592,739.84	$592,739.84
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$592,739.84	$592,739.84
			Subtotal	***$1,312,576.86***	***$1,185,479.68***	***$2,498,056.54***

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$494,152.40	$0.00	$494,152.40
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$669,427.64	$669,427.64
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$669,427.64	$669,427.64
			Subtotal	***$1,482,485.66***	***$1,338,855.28***	***$2,821,340.94***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$397,561.36	$0.00	$397,561.36
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$538,611.36	$538,611.36
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$538,611.36	$538,611.36
			Subtotal	***$1,192,714.42***	***$1,077,222.72***	***$2,269,937.14***
			Subtotal 7872	***$20,487,966.42***	***$18,461,561.44***	***$38,949,527.86***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$4,760,878.18	$0.00	$4,760,878.18
2023	541-500383	Meals - Congregate (TIII)	48130600	$2,068,479.83	$0.00	$2,068,479.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$4,760,878.18	$0.00	$4,760,878.18
2024	541-500383	Meals - Congregate (TIII)	48130600	$2,068,479.83	$0.00	$2,068,479.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$6,829,250.40	$0.00	$6,829,250.40
2026	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$9,230,780.72	$9,230,780.72
2027	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$9,230,780.72	$9,230,780.72
			Subtotal	***$20,487,966.42***	***$18,461,561.44***	***$38,949,527.86***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$551,909.12	$0.00	$551,909.12
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$717,705.80	$717,705.80
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$717,705.80	$717,705.80
			Subtotal	***$1,486,683.94***	***$1,435,411.60***	***$2,922,095.54***

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$42,974.68	$0.00	$42,974.68
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$83,727.28	$83,727.28
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$83,727.28	$83,727.28
			Subtotal	***$125,696.68***	***$167,454.56***	***$293,151.24***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$315,084.00	$0.00	$315,084.00
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$452,410.28	$452,410.28
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$452,410.28	$452,410.28
			Subtotal	***$945,263.44***	***$904,820.56***	***$1,850,084.00***

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$260,938.16	$0.00	$260,938.16
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$319,597.60	$319,597.60
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$319,597.60	$319,597.60
			Subtotal	***$672,488.22***	***$639,195.20***	***$1,311,683.42***

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$171,456.04	$0.00	$171,456.04
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$237,510.84	$237,510.84
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$237,510.84	$237,510.84
			Subtotal	***$467,892.76***	***$475,021.68***	***$942,914.44***

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$596,298.64	$0.00	$596,298.64
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$769,386.52	$769,386.52
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$769,386.52	$769,386.52
			Subtotal	***$1,541,665.12***	***$1,538,773.04***	***$3,080,438.16***

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$553,506.24	$0.00	$553,506.24
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$718,070.36	$718,070.36
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$718,070.36	$718,070.36
			Subtotal	***$1,770,006.24***	***$1,436,140.72***	***$3,206,146.96***

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$182,783.44	$0.00	$182,783.44
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$247,614.36	$247,614.36
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$247,614.36	$247,614.36
			Subtotal	***$548,366.02***	***$495,228.72***	***$1,043,594.74***

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83

2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$206,419.08	$0.00	$206,419.08
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$279,643.56	$279,643.56
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$279,643.56	$279,643.56
			Subtotal	*$619,266.74*	*$559,287.12*	*$1,178,553.86*

Home Healthcare, Hospice and Community Services, Inc. (Keene, NH) (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$227,884.72	$0.00	$227,884.72
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$286,804.56	$286,804.56
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$286,804.56	$286,804.56
			Subtotal	*$638,072.30*	*$573,609.12*	*$1,211,681.42*
			Subtotal 9255	*$8,815,401.46*	*$8,224,942.32*	*$17,040,343.78*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$2,853,073.67	$0.00	$2,853,073.67
2024	544-500386	Meals Home Delivered (TXX)	48130204	$2,853,073.67	$0.00	$2,853,073.67
2025	544-500386	Meals Home Delivered (TXX)	48130204	$3,109,254.12	$0.00	$3,109,254.12
2026	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$4,112,471.16	$4,112,471.16
2027	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$4,112,471.16	$4,112,471.16
Subtotal			*Subtotal*	*$8,815,401.46*	*$8,224,942.32*	*$17,040,343.78*

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00

2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	***$176,798.00***	***$0.00***	***$176,798.00***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	***$562,331.18***	***$0.00***	***$562,331.18***

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	***$254,443.14***	***$0.00***	***$254,443.14***

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	***$262,163.86***	***$0.00***	***$262,163.86***

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	***$750,710.26***	***$0.00***	***$750,710.26***

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	***$713,744.88***	***$0.00***	***$713,744.88***

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	***$281,238.58***	***$0.00***	***$281,238.58***

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	***$317,587.60***	***$0.00***	***$317,587.60***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	***$255,578.54***	***$0.00***	***$255,578.54***
			Subtotal 2638	***$4,293,693.52***	***$0.00***	***$4,293,693.52***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$1,316,909.91	$0.00	$1,316,909.91
2023	541-500383	Meals - Congregate (ARP)	48130620	$801,138.24	$0.00	$801,138.24
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$1,316,909.91	$0.00	$1,316,909.91
2024	541-500383	Meals - Congregate (ARP)	48130620	$858,735.46	$0.00	$858,735.46
Subtotal			*Subtotal*	***$4,293,693.52***	***$0.00***	***$4,293,693.52***
				$4,293,693.52	$0.00	$4,293,693.52

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	***$84,530.53***	***$0.00***	***$84,530.53***

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	***$1,613.89***	***$0.00***	***$1,613.89***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	***$41,450.21***	***$0.00***	***$41,450.21***

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	***$55,164.22***	***$0.00***	***$55,164.22***

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	***$23,243.26***	***$0.00***	***$23,243.26***

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	***$123,620.73***	***$0.00***	***$123,620.73***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	***$22,797.21***	***$0.00***	***$22,797.21***
			Subtotal 2606	***$352,420.05***	***$0.00***	***$352,420.05***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$70,484.01	$0.00	$70,484.01
2024	102-500731	Contracts for Program Svs	93009021	$281,936.04	$0.00	$281,936.04
Subtotal			*Subtotal*	***$352,420.05***	***$0.00***	***$352,420.05***

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$108,661.95	$0.00	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$396,884.32	$0.00	$396,884.32
			Subtotal	***$505,546.27***	***$0.00***	***$505,546.27***

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$21,693.63	$0.00	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$97,563.20	$0.00	$97,563.20
			Subtotal	***$119,256.83***	***$0.00***	***$119,256.83***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$62,400.18	$0.00	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$328,728.96	$0.00	$328,728.96
			Subtotal	***$391,129.14***	***$0.00***	***$391,129.14***

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$40,497.93	$0.00	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$140,425.04	$0.00	$140,425.04
			Subtotal	***$180,922.97***	***$0.00***	***$180,922.97***

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$26,712.48	$0.00	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$158,114.88	$0.00	$158,114.88
			Subtotal	***$184,827.36***	***$0.00***	***$184,827.36***

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$112,853.73	$0.00	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$414,339.80	$0.00	$414,339.80
			Subtotal	***$527,193.53***	***$0.00***	***$527,193.53***

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$155,166.54	$0.00	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$393,933.12	$0.00	$393,933.12
			Subtotal	***$549,099.66***	***$0.00***	***$549,099.66***

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$40,634.16	$0.00	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$155,215.76	$0.00	$155,215.76
			Subtotal	***$195,849.92***	***$0.00***	***$195,849.92***

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$45,892.41	$0.00	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$175,275.24	$0.00	$175,275.24
			Subtotal	***$221,167.65***	***$0.00***	***$221,167.65***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$38,206.53	$0.00	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$141,050.00	$0.00	$141,050.00
			Subtotal	***$179,256.53***	***$0.00***	***$179,256.53***
			Subtotal 7872	***$3,054,249.86***	***$0.00***	***$3,054,249.86***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$652,719.54	$0.00	$652,719.54
2025	102-500731	Contracts for Program Svs	48130630	$2,401,530.32	$0.00	$2,401,530.32
			Subtotal	***$3,054,249.86***	***$0.00***	***$3,054,249.86***
				$3,054,249.86	$0.00	$3,054,249.86

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DTLSS-ELDERLY AND ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$32,849.67	$0.00	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$165,796.68	$0.00	$165,796.68
			Subtotal	***$198,646.35***	***$0.00***	***$198,646.35***

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$2,907.00	$0.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$40,752.60	$0.00	$40,752.60
			Subtotal	***$43,659.60***	***$0.00***	***$43,659.60***

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$22,145.64	$0.00	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$137,326.28	$0.00	$137,326.28
			Subtotal	***$159,471.92***	***$0.00***	***$159,471.92***

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$14,462.61	$0.00	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$58,659.44	$0.00	$58,659.44
			Subtotal	***$73,122.05***	***$0.00***	***$73,122.05***

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$10,417.32	$0.00	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$66,054.80	$0.00	$66,054.80
			Subtotal	*$76,472.12*	*$0.00*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$33,221.88	$0.00	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$173,087.88	$0.00	$173,087.88
			Subtotal	*$206,309.76*	*$0.00*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$42,750.00	$0.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$164,564.12	$0.00	$164,564.12
			Subtotal	*$207,314.12*	*$0.00*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$12,847.23	$0.00	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$64,830.92	$0.00	$64,830.92
			Subtotal	*$77,678.15*	*$0.00*	*$77,678.15*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$14,508.21	$0.00	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$73,224.48	$0.00	$73,224.48
			Subtotal	*$87,732.69*	*$0.00*	*$87,732.69*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$14,414.73	$0.00	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$58,919.84	$0.00	$58,919.84
			Subtotal	*$73,334.57*	*$0.00*	*$73,334.57*
			Subtotal 9255	*$1,203,741.33*	*$0.00*	*$1,203,741.33*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$200,524.29	$0.00	$200,524.29
2025	102-500731	Contracts for Program Svs	48130630	$1,003,217.04	$0.00	$1,003,217.04
			Subtotal	*$1,203,741.33*	*$0.00*	*$1,203,741.33*
			TOTAL CONTRACT	*$38,207,472.64*	*$26,686,503.76*	*$64,893,976.40*

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $10,818,052.75

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #3.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1 Rate Sheet, Amendment #3.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1 Rate Sheet, Amendment #2, by replacing it in its entirety with Exhibit C-1 Rate Sheet, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/25/2025
Date

DocuSigned by:
Melissa Hardy
1223A24040DF406...
Name: Melissa Hardy
Title: Director, DLTSS

Community Action Program Belknap and Merrimack Counties, Inc.

2/20/2025
Date

Signed by:
Michael Tabory
855F2407AA784F2...
Name: Michael Tabory
Title: Chief Operating Officer

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

OFFICE OF THE ATTORNEY GENERAL

3/1/2025

Date

DocuSigned by:
Robyn Guarino
748734B44941460

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	96,180.00	$8.11	$ 780,019.80
Title IIIC1 Cong Meals	Per Meal	41,783.00	$8.11	$ 338,860.13
Title XX HD Meals	Per Meal	57,631.00	$8.11	$ 467,387.41
ARP Title IIIC2 HD Meals	Per Meal	26,601.00	$8.11	$ 215,734.11
ARP Title IIIC1 Cong Meals	Per Meal	17,733.00	$8.11	$ 143,814.63
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	2,085.00	$8.11	$ 16,909.35
			Subtotal	*$ 1,962,725.43*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	96,180	$8.11	$ 780,019.80
Title IIIC1 Cong Meals	Per Meal	41,783	$8.11	$ 338,860.13
Title XX HD Meals	Per Meal	57,631	$8.11	$ 467,387.41
ARP Title IIIC2 HD Meals	Per Meal	26,601	$8.11	$ 215,734.11
ARP Title IIIC1 Cong Meals	Per Meal	17,733	$8.11	$ 143,814.63
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	8,338	$8.11	$ 67,621.18
HB2 - 7872	Per Meal	190,635	$0.57	$ 108,661.95
HB2 - 9255	Per Meal	57,631	$0.57	$ 32,849.67
			Subtotal	*$ 2,154,948.88*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	105,479	$8.68	$ 915,557.72
Title IIIC1 Cong Meals	Per Meal	23,423	$8.68	$ 203,311.64
Title XX HD Meals	Per Meal	63,584	$8.68	$ 551,909.12
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	45,724	$8.68	$ 396,884.32
HB2 - 9255	Per Meal	19,101	$8.68	$ 165,796.68
			Subtotal	*$ 2,233,459.48*

7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	149,141	$8.68	$ 1,294,543.88
Title IIIC1 Cong Meals	Per Meal	25,485	$8.68	$ 221,209.80
Title XX HD Meals	Per Meal	82,685	$8.68	$ 717,705.80
HB2 - 7872	Per Meal		$8.68	$ -
HB2 - 9255	Per Meal		$8.68	$ -
			Subtotal	*$ 2,233,459.48*

7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	149,141	$8.68	$ 1,294,543.88
Title IIIC1 Cong Meals	Per Meal	25,485	$8.68	$ 221,209.80
Title XX HD Meals	Per Meal	82,685	$8.68	$ 717,705.80
HB2 - 7872	Per Meal		$8.68	$ -
HB2 - 9255	Per Meal		$8.68	$ -
			Subtotal	*$ 2,233,459.48*

Total	$ 10,818,052.78

Contractor Initials MT

Date 2/20/2025

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0007049793

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of February A.D. 2025.

David M. Scanlan

Secretary of State

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

CERTIFICATE OF AUTHORITY

I, Christopher J. Pyles, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors Executive Committee, duly called and held on July 15, 2024, at which a quorum of the Directors were present and voting.

VOTED: That ***Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operating Officer/Deputy Director, Jill Lesmerises, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Christopher J. Pyles, Chair, Board of Directors*** are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with Bank of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 2/22/25 Signature of Elected Officer

Name: Christopher J. Pyles
Title: President, Board of Directors

Mailing Address P.O. Box 1016, Concord, NH 03302 **Administrative Office** 8 Old Suncook Road, Concord, NH
Phone: 603 225-3295 | 1 800 856-5525 TTY/TDD 1 800 735-2964 **Fax:** 603 228-1898
Website: capbm.org

Docusign Envelope ID: B039F423-EA2A-49C5-ADB9-B0AE0F2E2A6C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/25/2025

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	**CONTACT NAME:** Stephanie Peffer
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	**PHONE (A/C, No, Ext):** (603) 669-3218 **FAX (A/C, No):** (603) 645-4331 **E-MAIL ADDRESS:** manch.certs@crossagency.com
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A: Selective Insurance Co. of SC — 19259 INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co — 20281 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 24-25 All 25-26 WC NH **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [X] OTHER: Professional Liability			S 2509940	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S 2509940	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2509940	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R01707HCHS2025-01 (3a.) NH	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			J06511302	04/01/2024	04/01/2025	Limit Deductible	1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of NH Dept of Health and Human Sevices
129 Pleasant Street
Concord NH 03301-3857

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

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

The Mission of Community Action Program Belknap-Merrimack, Inc.

To assist in reducing poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to reach economic stability.

Financial Statements

COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.

FOR THE YEARS ENDED FEBRUARY 29, 2024 AND FEBRUARY 28, 2023 AND INDEPENDENT AUDITORS' REPORT AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 29, 2024 AND FEBRUARY 28, 2023

TABLE OF CONTENTS

Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Action Program of Belknap-Merrimack Counties, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the consolidated statements of financial position as of February 29, 2024 and February 28, 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 29, 2024 and February 28, 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Community Action Program of Belknap-Merrimack Counties, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'s ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards

generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 14, 2024, on our consideration of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
November 14, 2024

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
FEBRUARY 29, 2024 AND FEBRUARY 28, 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash	$ 786,672	$ 1,711,575
Accounts receivable	3,691,075	6,027,912
Inventory	90,873	81,569
Prepaid expenses	93,547	100,225
Investments	151,171	128,956
Total current assets	4,813,338	8,050,237
PROPERTY		
Land, buildings and improvements	7,717,223	7,627,214
Equipment, furniture and vehicles	4,623,986	4,762,497
Construction in process	-	132,920
Total property	12,341,209	12,522,631
Less accumulated depreciation	6,053,895	6,165,156
Property, net	6,287,314	6,357,475
OTHER ASSETS		
Right of use asset	1,136,814	1,387,327
Cash escrow and reserve funds	143,291	77,328
Tenant security deposits	8,106	8,247
Due from related party	71,660	61,348
Total other assets	1,359,871	1,534,250
TOTAL ASSETS	$ 12,460,523	$ 15,941,962

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of notes payable	$ 111,255	$ 237,926
Current portion of right of use liability	311,050	461,162
Line of credit	600,083	-
Accounts payable	2,233,966	4,550,252
Accrued expenses	1,290,635	1,177,337
Refundable advances	704,973	1,817,340
Total current liabilities	5,251,962	8,244,017
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	565,216	668,146
Right of use liability, less current portion shown above	825,764	926,165
Tenant security deposits	8,081	8,221
Total liabilities	6,651,023	9,846,549
NET ASSETS		
Without donor restrictions	5,312,618	5,433,455
With donor restrictions	496,882	661,958
Total net assets	5,809,500	6,095,413
TOTAL LIABILITIES AND NET ASSETS	$ 12,460,523	$ 15,941,962

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 29, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grant awards	$ 26,129,332	$ -	$ 26,129,332
Rental income	125,806	-	125,806
Other funds	3,627,514	3,047,768	6,675,282
In-kind	525,485	-	525,485
United Way	9,128	-	9,128
Interest income	2,703	-	2,703
Realized loss on sale of equipment	(13,333)	-	(13,333)
Total revenues and other support	30,406,635	3,047,768	33,454,403
NET ASSETS RELEASED FROM RESTRICTIONS	3,212,844	(3,212,844)	-
Total	33,619,479	(165,076)	33,454,403
EXPENSES			
Program	31,676,562	-	31,676,562
Management	2,063,754	-	2,063,754
Total expenses	33,740,316	-	33,740,316
CHANGE IN NET ASSETS	(120,837)	(165,076)	(285,913)
NET ASSETS, BEGINNING OF YEAR	5,433,455	661,958	6,095,413
NET ASSETS, END OF YEAR	$ 5,312,618	$ 496,882	$ 5,809,500

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grant awards	$ 56,930,603	$ -	$ 56,930,603
Rental Income	140,962	-	140,962
Other funds	2,804,065	3,122,293	5,926,358
In-kind	401,748	-	401,748
United Way	3,659	-	3,659
Interest Income	895	-	895
Realized loss on sale of equipment	(36,538)	-	(36,538)
Total revenues and other support	60,245,394	3,122,293	63,367,687
NET ASSETS RELEASED FROM RESTRICTIONS	3,194,861	(3,194,861)	-
Total	63,440,255	(72,568)	63,367,687
EXPENSES			
Program	61,101,300	-	61,101,300
Management	1,988,237	-	1,988,237
Total expenses	63,089,537	-	63,089,537
CHANGE IN NET ASSETS	350,718	(72,568)	278,150
NET ASSETS, BEGINNING OF YEAR	5,082,737	734,526	5,817,263
NET ASSETS, END OF YEAR	$ 5,433,455	$ 661,958	$ 6,095,413

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 29, 2024

	Program	Management	Total
Salaries and wages	$ 9,105,646	$ 826,693	$ 9,932,339
Payroll taxes and benefits	2,505,764	224,252	2,730,016
Travel	259,348	11,431	270,779
Occupancy	1,462,035	67,742	1,529,777
Program services	14,707,259	-	14,707,259
Other costs:			
Accounting fees	80,237	792	81,029
Legal fees	4,565	-	4,565
Supplies	195,916	40,011	235,927
Postage and shipping	46,082	-	46,082
Equipment rental and maintenance	4,780	-	4,780
Printing and publications	49,800	14,894	64,694
Conferences, conventions and meetings	18,678	-	18,678
Interest	-	62,390	62,390
Insurance	137,740	45,250	182,990
Membership fees	8,955	9,815	18,770
Utility and maintenance	59,074	69,084	128,158
Computer services	58,781	-	58,781
Other	2,413,981	154,502	2,568,483
Depreciation	32,436	536,898	569,334
In-kind	525,485	-	525,485
Total functional expenses	$ 31,676,562	$ 2,063,754	$ 33,740,316

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2023

	Program	Management	Total
Salaries and wages	$ 8,902,376	$ 841,141	$ 9,743,517
Payroll taxes and benefits	2,422,222	155,843	2,578,065
Travel	233,521	16,301	249,822
Occupancy	1,360,924	133,139	1,494,063
Program services	44,607,205	-	44,607,205
Other costs:			
Accounting fees	66,194	1,959	68,153
Legal fees	24,793	268	25,061
Supplies	289,188	38,955	328,143
Postage and shipping	45,766	-	45,766
Equipment rental and maintenance	1,540	-	1,540
Printing and publications	41,775	15,970	57,745
Conferences, conventions and meetings	13,885	-	13,885
Interest	3,991	39,049	43,040
Insurance	131,454	30,788	162,242
Membership fees	13,298	10,283	23,581
Utility and maintenance	139,247	-	139,247
Computer services	71,214	-	71,214
Other	2,298,910	139,405	2,438,315
Depreciation	32,049	565,136	597,185
In-kind	401,748	-	401,748
Total functional expenses	$ 61,101,300	$ 1,988,237	$ 63,089,537

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 29, 2024 AND FEBRUARY 28, 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (285,913)	$ 278,150
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	569,334	597,185
Interest on deferred financing costs	484	483
Unrealized (gain) loss on investments	(22,215)	9,837
Realized loss on sale of equipment	13,333	36,538
Decrease (increase) in current assets:		
Accounts receivable	2,336,837	(783,291)
Inventory	(9,304)	190,357
Prepaid expenses	6,678	(66,297)
Due from related party	(10,312)	4,140
Tenant Security Deposits	141	873
Increase (decrease) in current liabilities:		
Accounts payable	(2,316,286)	914,597
Accrued expenses	113,298	91,130
Refundable advances	(1,112,367)	279,538
Tenant Security Deposits	(140)	(899)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(716,432)	1,552,341
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(512,506)	(773,876)
NET CASH USED IN INVESTING ACTIVITIES	(512,506)	(773,876)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowing (repayment) on line of credit	600,083	(154,350)
Repayment of long term debt	(230,085)	(309,165)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	369,998	(463,515)
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	(858,940)	314,950
CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR	1,788,903	1,473,953
CASH AND RESTRICTED CASH BALANCE, END OF YEAR	$ 929,963	$ 1,788,903
CASH AND RESTRICTED CASH:		
Cash	$ 786,672	$ 1,711,575
Cash escrow and reserve funds	143,291	77,328
	$ 929,963	$ 1,788,903
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 62,390	$ 43,040

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 29, 2024 AND FEBRUARY 28, 2023

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Principles of Consolidation

The consolidated financial statements include the accounts of Community Action Program Belknap-Merrimack Counties, Inc., and the following entities as Community Action Program Belknap-Merrimack Counties, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from basic consolidated financial statements.

- Sandy Ledge Limited Partnership
- CAP BMC Development Corporation

Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States of America.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities.

The Organization had net assets with donor restrictions of $496,882 and $661,958 at February 29, 2024 and February 28, 2023, respectively (See **Note 13**).

Income Taxes

Community Action Program of Belknap-Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is subject to examinations by tax authorities for three years.

CAP BMC Development Corporation (the Corporation) is taxed as a "C" Corporation under the Internal Revenue Code. The Corporation accounts for deferred income taxes under the asset and liability method in accordance with Accounting Standards Codification No. 740 (ASC 740), "*Accounting for Income Taxes*". The objective of this method is to establish deferred tax assets and liabilities for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities at the enacted tax rate expected to be in effect when such amounts are realized or settled. ASC 740 also requires deferred tax assets and liabilities to be shown separately. There are no deferred tax assets or liabilities. The Corporation has no federal net operating loss carryforwards available at February 29, 2024 and February 28, 2023.

Sandy Ledge Limited Partnership is taxed as a partnership. Federal income taxes are not payable, or provided by the partnership. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes,* established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in consolidated financial statements. The Organization has analyzed its tax position taken on its income tax returns for the past three years, and has concluded that no additional provision for income taxes is necessary in the Organization's consolidated financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding $5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 10 years

Use of Estimates

The preparation of consolidated financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the consolidated statements of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made,* if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the consolidated financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions
Donated facilities, services and supplies are reflected as revenue and expense in the accompanying consolidated financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received $525,485 and $401,748 in donated facilities, services and supplies for the years ended February 29, 2024 and February 28, 2023, respectively (See **Note 16**).

Advertising
The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 29, 2024 and February 28, 2023 totaled $149,439 and $133,749, respectively.

Inventory
Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

Revenue Recognition
Amounts received from conditional grants and contracts for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Rental Revenue
The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due, and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain the lease will be expensed as incurred.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been presented in the Consolidated Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

Expense	Method of allocation
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

New Accounting Pronouncement

During the year ended February 29, 2024, the Organization adopted FASB ASU 2016-13, *Financial Instruments–Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Organization adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Organization's financial statements.

2. ACCOUNTS RECEIVABLE AND ALLOWANCE FOR UNCOLLECTIBLE ACCOUNTS

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. The Organization uses historical loss information as the basis to determine expected credit losses for receivables and believes the composition of receivables at year end is consistent with historical conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 29, 2024 and February 28, 2023. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $704,973 and $1,817,340 as of February 29, 2024 and February 28, 2023, respectively.

4. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 29, 2024 and February 28, 2023:

	2024	2023
Financial assets at year end:		
Cash	$ 786,672	$ 1,711,575
Accounts receivable	3,691,075	6,027,912
Investments	151,171	128,956
Cash reserves	140,167	74,847
Cash escrow	3,124	2,481
Total financial assets	4,772,209	7,945,771
Less amounts not available to be used within one year:		
Net assets with donor restrictions	496,882	661,958
Reserve funds	140,167	74,847
Amounts not available within one year	637,049	736,805

Financial assets available to meet general expenditures over the next twelve months	$ 4,135,160	$ 7,208,966

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates $5,370,000 and $10,200,000, at February 29, 2024 and February 28, 2023, respectively. The Organization has lines of credit with a combined $99,917 and $700,000, available to borrow on at February 29, 2024 and February 28, 2023, respectively.

5. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2024 and February 28, 2023 totaled $212,693 and $209,878, respectively.

6. LEASED FACILITIES

The right of use (ROU) asset represents the Organization's right to use underlying assets for the lease term, and the lease liability represents the Organization's obligation to make lease payments arising from these leases. The ROU asset and lease liability, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms, which was 1.8%. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below.

The weighted average lease term at February 29, 2024 is 7.82 years. The weighted average discount rate at February 29, 2024 is 1.80%.

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to ten years. For the year ended February 29, 2024 and February 28, 2023, the annual lease expense for the leased facilities was $637,428 and $586,539, respectively.

The approximate future minimum lease payments as of February 29, 2024 on the above leases are as follows:

Year Ended	Amount
2025	$ 329,677
2026	129,652
2027	111,327
2028	95,857
2029	95,857
Thereafter	466,548
	1,228,918
Less imputed interest	92,104
Total	$ 1,136,814

7. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of $701,231 and $691,684 at February 29, 2024 and February 28, 2023, respectively. The policy allows for a maximum of 50 days to be carried over to the next fiscal year, however, upon termination only two weeks will be paid out. The two week liability is $304,049 and $285,599 at February 29, 2024 and February 28, 2023, respectively.

8. BANK LINE OF CREDIT

The Organization has a $200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (8.50% and 7.75% at February 29, 2024 and February 28, 2023, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was a balance of $101,500 outstanding at February 29, 2024. There was no balance outstanding at February 28, 2023.

The Organization has a $500,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (8.50% and 7.75% at February 29, 2024 and February 28, 2023, respectively). The line is secured by all the Organization's assets. There was a balance of $498,583 outstanding at February 29, 2024. There was no balance outstanding at February 28, 2023.

Subsequent to year end, the $200,000 line increased to $500,000.

9. CONCENTRATION OF RISK

For the year ended February 29, 2024, approximately $15,400,000 (46%), and $7,000,000 (21%), of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Agriculture. For the year ended February 28, 2023, $18,300,000 (29%), and $32,000,000 (51%), of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Treasury, respectively. The future scale and nature of the Organization is dependent upon continued support from these departments.

10. LONG TERM DEBT

Long term debt consisted of the following as of February 29, 2024 and February 28, 2023:

	2024	2023
5.50% note payable to a financial institution in monthly installments for principal and interest of $1,634 through July 2039. The note is secured by property of the Organization.	$ 202,481	$ 210,560
5.75% note payable to a financial institution in monthly installments for principal and interest of $13,912. The note was paid in full during the year ended February 29, 2024.	-	71,040
3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of $747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	27,164	35,179
7.00% note payable to a bank in monthly installments for principal and interest of $4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	5,016	65,076
1.00% Paycheck Protection Program loan payable to a bank in monthly installments for principal and interest of $7,511 through April 2025.	106,604	187,615

Non-interest bearing note payable by Sandy Ledge Limited Partnership to New Hampshire Housing deferred until June 1, 2034 or until the project is sold or refinanced or surplus cash is available. The note is collateralized by a mortgage on real estate.	340,042	341,922
Total long-term debt before unamortized deferred financing cost	681,307	911,392
Unamortized deferred financing costs	(4,836)	(5,320)
	676,471	906,072
Less amounts due within one year	111,255	237,926
Long term portion	$ 565,216	$ 668,146

The scheduled maturities of long-term debt as of February 29, 2024 were as follows:

Year Ending	Amount
2025	$ 111,255
2026	27,000
2027	18,294
2028	11,767
2029	10,640
Thereafter	502,351
	$ 681,307

11. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 29, 2024 and February 28, 2023:

	2024	2023
Land	$ 279,340	$ 279,340
Building and improvements	7,437,883	7,347,874
Equipment and vehicles	4,623,986	4,762,497
Construction in process	-	132,920
	12,341,209	12,522,631
Less accumulated depreciation	6,053,895	6,165,156
Property and equipment, net	$ 6,287,314	$ 6,357,475

Depreciation expense for the years ended February 29, 2024 and February 28, 2023 totaled $569,334 and $597,185, respectively.

12. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2024.

13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of February 29, 2024 and February 28, 2023:

	2024	2023
NH Food Pantry Coalition	$ 663	$ 663
Senior center	138,549	142,251
Elder services	10,715	143,046
Mary Gale	-	38,130
Summer feeding	14,488	20,503
Caring fund	8,793	8,793
Agency – FAP	50,550	60,913
Agency Head Start	153,780	177,872
Agency – FP/PN	69,329	69,329
Fundraising	46,999	-
Other programs and fundraising	3,016	458
Total net assets with donor restrictions	$ 496,882	$ 661,958

14. RELATED PARTY TRANSACTIONS

The Organization serves as the management agent for the following organizations:

Related Party	Function
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Twin Rivers Community Corporation	Property Development
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The amount due from the related parties for operating activities (collectively) at February 29, 2024 and February 28, 2023 was $335,878 and $268,293, respectively, and is included in accounts receivables.

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled $151,171 and $128,956 at February 29, 2024 and February 28, 2023, respectively.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk

At February 29, 2024 and February 28, 2023, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

	2024	2023
Beginning balance – mutual funds	$ 128,956	$ 138,793
Total gains – mutual funds	22,215	(9,837)
Ending balance – mutual funds	$ 151,171	$ 128,956

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

16. IN-KIND CONTRIBUTIONS/SERVICES

The Organization records the value of in-kind contributions according to the accounting policies described in **Note 1**.

The fair value of gifts in kind included contributions in the financial statements and the corresponding program expenses for the year ended February 29, 2024 and February 28, 2023, is as follows:

	2024	2023
Volunteer hours		
Head Start and Early Head Start	$ 263,727	$ 117,171
SCSEP	13,852	88,700
Rental space	173,339	146,026
Advertising	63,050	15,960
Donated goods	11,517	33,891
Total	$ 525,485	$ 401,748

17. MANAGEMENT DISCUSSION OF FINANCIAL RESULTS:

The Organization experienced a decrease in several financial indicators during the year ended February 28, 2024. These included but are not limited to a decrease in cash, loss from operations and cash used in operating activities.

Management has been actively working on improving the financial position of the Organization. Management has reduced indirect staff positions, reduced vacancies in the housing entities, reduced square footage of rental space and is meeting monthly to review budgets and cut costs.

Management is confident that their efforts will improve the financial position over the next year.

18. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

19. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 14, 2024, the date the consolidated financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL
FOR THE YEAR ENDED FEBRUARY 29, 2024

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
HEAD START CLUSTER					
Head Start	93.600		01CH011357	$ 4,994,633	
ARPA - Head Start	93.600		01HET000622	2,400	
			CLUSTER TOTAL	4,997,033	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	02-52-62-520510-33540000	6,320,338	
Low Income Home Energy Assistance Program-BWP	93.568	State of New Hampshire	02-52-62-520510-33540000	445,996	
			TOTAL	6,766,334	
Low Income Water Assistance Program	93.499	State of New Hampshire	02-52-52-24520000	114,491	
Community Services Block Grant	93.569	State of New Hampshire	2301NHCOSR	389,429	
CV-Community Services Block Grant	93.569	State of New Hampshire	2001NHCSC3	444,187	
			TOTAL	833,616	
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire	2101NHSOSR	241,305	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	17AANHT3SS	161,319	
Title III, Part C-Congregate	93.045	State of New Hampshire	2201NH0ACM	157,744	
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire	2201NH0AHD	402,901	
ARPA - Title III, Part C-Home Delivered	93.045	State of New Hampshire	2101NHHDC6	145,855	
ARPA - Title III, Part C-Congregate	93.045	State of New Hampshire	2101NHCMC6	105,163	
ARPA - Title III, Part C-Home Delivered	93.045	State of New Hampshire	2101NHHDC6	132,177	
ARPA - Title III, Part C-Congregate	93.045	State of New Hampshire	2101NHCMC6	84,728	
NSIP	93.053	State of New Hampshire	1056477	171,684	
			CLUSTER TOTAL	1,361,571	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire	NONE PROVIDED	409,194	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire	NONE PROVIDED	58,045	
			CLUSTER TOTAL	467,239	
MEDICAID CLUSTER					
Medical Assistance Program	93.778	State of New Hampshire	90NWPG0008-01-00	251,423	
Medical Assistance Program - Veterans	93.778	Gateways Community Services	NONE	66,041	
			CLUSTER TOTAL	317,464	
STLT Health Department Response to Public Health or Healthcare Crises	93.391	State of New Hampshire	05-95-90-901010-5771	43,242	
Family Planning - Services	93.217	State of New Hampshire	FPHPA006511	88,795	
Maternal, Infant, & Early Childhood Home Visiting Program	93.870	State of New Hampshire	X10MC33595	16,171	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	90SA0003-02-00	88,630	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	90MP0178-03	29,499	
State Health Insurance Assistance Program	93.324	State of New Hampshire	90SA0003-04	22,330	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	2001NHMIDR	15,666	
			HHS TOTAL	$ 15,403,406	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	234NH703W1003 & 5003	$ 756,290	
Senior Farmers Market	10.576	State of New Hampshire	194NH083Y8314	58,088	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	162,885	

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

Continued

SCHEDULE OF EXPENDITURES OF FEDERAL
FOR THE YEAR ENDED FEBRUARY 29, 2024

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME		IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
CHILD NUTRITION CLUSTER						
Summer Food Service Program For Children	10.559	State of New Hampshire		NONE PROVIDED	152,439	
FOOD DISTRIBUTION CLUSTER						
Commodity Supplemental Food Program	10.565	State of New Hampshire		204NH814Y8005	235,997	30,189
Commodity Supplemental Food Program	10.565	State of New Hampshire		204NH814Y8005	463,254	463,254
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire		01-14-14-141710-51310000	558,115	40,138
Emergency Food Assistance Program	10.569	State of New Hampshire		01-14-14-141710-51310000	4,706,805	4,706,805
				CLUSTER TOTAL	5,964,171	$ 5,240,386
				USDA TOTAL	$ 7,093,873	$ 5,240,386
CORPORATION FOR NATIONAL & COMMUNITY SERVICES						
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER						
Senior Companion Program	94.016			23SC254551	$ 396,534	
				CNCS TOTAL	$ 396,534	
US DEPARTMENT OF TRANSPORTATION						
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation		NH-2021-017	$ 677,738	
TRANSIT SERVICES PROGRAMS CLUSTER						
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation		NH-2021-016-01	131,945	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Mid State Transportation	20.513	State of New Hampshire-Department of Transportation		NH-2021-016-01	73,736	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	State of New Hampshire-Department of Transportation		NH-2021-016-01	102,235	
				CLUSTER TOTAL	307,916	
				DOT TOTAL	$ 985,654	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT						
Emergency Solutions Grant	14.231	State of New Hampshire		E21-DC-33-0001	$ 78,216	
Emergency Solutions Grant	14.231	State of New Hampshire		E20DW330001	6,056	
CV-Emergency Solutions Grant	14.231	State of New Hampshire		ERAE0119	356,956	
				TOTAL	441,232	
Supportive Housing	14.235	State of New Hampshire		05-95-42-423010-79270000	171,771	
Continuum of Care Program	14.267	State of New Hampshire		NH0152R1T002200	205,325	
				HUD TOTAL	$ 818,328	
US DEPARTMENT OF ENERGY						
BIL-Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire		03-42-82-820010-xxxx0000-074-500587	$ 505,322	
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire		03-42-82-820010-33580000-074-500587	268,411	
				DOE TOTAL	$ 773,733	
US DEPARTMENT OF LABOR						
Senior Community Service Employment Program	17.235	State of New Hampshire		1044701	$ 105,702	
				DOL TOTAL	$ 105,702	
U.S. DEPARTMENT OF THE TREASURY						
Coronavirus State and Local Fiscal Recovery Funds	21.027	Merrimack County		2022SSAPRA032	$ 78,234	
Emergency Rental Assistance Program	21.023	NH Housing	Housing Stabilization	ERA0012 and ERA0435	443,835	
Emergency Rental Assistance Program	21.023	NH Housing	ERAP 2	ERAE0119	2,710,898	
					3,154,733	
				US TREASURY TOTAL	$ 3,232,967	
				TOTAL	$ 28,810,197	$ 5,240,386

See Notes to the Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED FEBRUARY 29, 2024

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 29, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES AND VEHICLES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
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NORTH CONWAY

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 29, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 14, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
November 14, 2024

Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
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NORTH CONWAY

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2024. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Community Action Program Belknap-Merrimack Counties, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Community Action Program Belknap-Merrimack Counties, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Community Action Program Belknap-Merrimack Counties, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
November 14, 2024

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2024

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major programs include: U.S. Department of the Treasury, Emergency Rental Assistance Program, ALN 21.023, U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program, ALN 93.568, U.S. Department of Agriculture, Food Distribution Cluster, ALN 10.565, 10.568, 10.569, U.S. Department of Energy, Weatherization Assistance for Low Income Persons, ALN 81.042.

8. The threshold for distinguishing Type A and B programs was $864,306.

9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

Effective 1/2024

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

BOARD OF DIRECTORS

Chris Pyles, *Chair* Board member since: 1/14/2021	Sara A. Lewko Board member since: 2/21/2001
David Croft, *Vice Chair* Board member since: 5/13/2021	Dennis Martino Board member since: 2/24/2005
A. Bruce Carri, *Treasurer* Board member since: 3/12/2020	Ashley Reed Board member since: 5/12/2022
Safiya Wazir, *Secretary* Board member since: 11/2/2016	David Siff, Esq. Board member since: 10/2/2013
Heather Brown Board member since: 1/15/2009	Tracy Vergason Board member since: 5/12/2022

Current fiscal year (3/1/24 – 2/28/25) board meetings – 3/14/24, 5/09/24, 9/12/24, 11/14/24, 1/11/25

Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH
Chief Executive Officer 2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH
Education and Nutrition Operations Director 2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

Director of Child Development Programs 2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research - based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities , and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customerexpectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

Area Manager /Education Manager 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH
Instructor 1995-1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

EDUCATION

Southern New Hampshire University, Manchester, NH
Master's in Business Administration June 2017

Notre Dame College, Manchester, NH
Bachelors of Arts in Elementary Education 1981

Jill Lesmerises

Profile

Experienced and self-motivated Accounting Professional bringing forth over 30 years of valuable progressive non-profit experience. Looking for an opportunity to use my non-profit experience to help guide an organization. Areas of experience range from cash management, bank reconciliations, accounts receivable, fixed assets, accounts payable, payroll, audit preparation, budget preparation, monitoring subrecipients, 403B pension compliance and audit preparation, employee benefits, and system implementations.

Employment Experience

10/21 – Present

Chief Fiscal Officer, Community Action Program Belknap-Merrimack Counties, Inc.

CAPBM is a not-for-profit with 25 million in revenue with 11 legal entities. The Agency has over 300 employees and holds 8 million in assets.

Oversee the daily activities of 6 fiscal staff, conduct budget meetings, prepare work papers for annual audit for agency and 10 housing projects, manage the daily cash flow of the agency and 10 housing projects, prepare paperwork for monitorings conducted by various funding sources, and review accounts payable input, journal entries, accounts receivable input, and monthly billings.

10/17 – 12/21

Senior Accountant, Southern New Hampshire Services, Inc.

Southern New Hampshire Services is a not-for-profit with 49 million in revenue with 30 legal entities. The Agency has over 400 employees and holds 84 million in assets.

Conduct monthly budget meetings, bill funding sources monthly, prepare work papers for annual audit, monitor subrecipients, prepare paperwork for monitoring conducted by various funding sources, review accounts payable input and manage daily workflow, provide backup for accounts payable and fuel assistance payable positions, prepare surveys for various governmental agencies, prepare ACA forms, prepare paperwork for 403B annual audit and file

5500, member and secretary of the 403B Committee, instrumental in getting PaperSave up and running within the Fiscal Department, prepare work papers for 26 housing programs

11/02 – 10/17

Staff Accountant, Community Action Program Belknap-Merrimack Counties, Inc.

At the time of my employment, Community Action Program Belknap-Merrimack Counties was a not-for-profit with 20 million in revenue. The Agency had over 479 employees and held over 7 million in assets.

Reconciled 36 bank accounts, billed funding sources monthly, prepared work papers for annual audit, prepared paperwork for monitoring by various funding sources, prepared and entered journal entries, reconciled general ledger accounts, reviewed daily accounts payable input, entered cash receipts in A/R system, provided backup for both payroll and accounts payable/receivable positions, managed daily workflow, and trained new accounting staff members

1/00 – 9/02

Account Supervisor (for 2 Companies), Whole Life, Inc.

Whole Life, Inc. is a not-for-profit with 6 million in revenue. The Agency had over 140 employees and held over 4 million in assets.

Prepared monthly and quarterly reports, yearly budgets, monthly invoices, work papers, and cost reports, prepared and entered journal entries, reconciled general ledger accounts, and billed Medicaid

9/98 – 1/00

Account Receivable Clerk (for 4 Companies), CSN Financial, Inc.

Coded cash receipts, prepared monthly invoices, and prepared accounts receivable and revenue work papers

5/93 – 9/98

Assistant Controller, Biosystems, Inc.

Collected past due accounts receivable both foreign and domestic, provided switchboard relief, handled petty cash funds, audited salesmen expenses, cut accounts payable checks, prepared journal entries, performed payroll functions

3/88 – 5/93

Business Officer, The Caring Community of Connecticut, Inc.

The Caring Community of Connecticut is a not-for-profit with 18 million in revenue.

Answered phones, filed correspondence, handled petty cash funds, typed correspondence, coded cash receipts and disbursements, reconciled bank accounts, screened job applicants, prepared work papers, and participated in administrator on-call program

Educational Background

1996-2000

Bachelor Degree in Accounting, Eastern Connecticut State University
Graduated cum laude

1992-1996

Associate Degree in Accounting, Three Rivers Community Technical College
Named to Dean's list, graduated with high honors

1981-1985

Merrimack Valley High School
Member of National Honor Society, named to Honor Roll for 3 years

Volunteer Work

1/17 – Present
Director on The Loudon Communications Council
Council is responsible for the distribution of a monthly newspaper to the residents of Loudon and to maintain the Town of Loudon NH website. Also served as Treasurer of the Council for 2 years.

Heather L. O'Brien

PROFESSIONAL EXPERIENCE:

Community Action Program of Belknap and Merrimack Counties, Concord NH
December 2018- present
Hired in as the Community Service Coordinator December 2018; took on the Summer Food Service Program in April 2019 while becoming the Wellness Manager. In March of 2021, took on the role as the Operations Manager. Duties and Responsibilities flowed through to my current position as the Operational Wellness Manager.

Director of Elder Services
May 2024-

- Oversees Merrimack County Servicelink, AmeriCorp Senior Companion Program, Elder Services Central Kitchen, Eight Senior Centers and Meals on Wheels for Merrimack and Belknap Counties.
- Prepares, writes, and organizes proposal applications, grants, and budgets in accordance with approved Agency and funding source procedures. Ensure all required reporting deadlines are met.
- Oversees preparation and submission of the annual operating budget for all assigned programs and/or projects, as well as the monitoring of expenditures, billing, and financial reports.
- Approves and oversees special events and fundraising activities.
- Establishes program standards and performance goals and monitors achievements. Oversees revision of individual program operating manuals.
- Ensures that adequate systems and records are maintained for documentation of client eligibility, services provided/received and billing.
- Evaluates overall performance within individual programs and oversees development, appropriate short and long-range operation plans.

Operational Wellness Manager
March 2021-May 2024

- Oversee and manages eight senior centers and staff throughout Belknap and Merrimack counties including fundraising, hiring, staffing, supervising, evaluating, developing and resolving employee issues.
- Oversee the Nutrition and Programing for all 8 centers, including wellness initiatives, nutrition programs, congregate meals, and meals on wheels.
- Approved "ICE" for CAPBM Meals on Wheels to approve menus by the State of NH.
- Oversee the site level implementation of agency/program policies and procedures, outreach plans, and social service activities.

- Oversee and manages the intake department for Meals on Wheels of Belknap and Merrimack counties. Ensures adequate systems and records are maintained for documentation of client eligibility.
- Oversees and manages the Summer Food Service Program which includes preparing and submitting the application to the DOE. Planning and implementing the menu, hiring temporary staff and manages day to day operations of the program. Ensures the program follows all USDA regulations for claim reimbursement.
- Oversee the Smart Heart program through the Concord Hospital and our Meals on Wheels program.

Diet Technician, Southern New Hampshire Medical Center, Nashua NH
September 2017-December 2018
This position has allowed me to learn and practice working with new cultures, and ethnic backgrounds all related to health, food and nutrition.

- Participates in the Nutrition Care Process determined by the Dietitian for nutrition assessment, developing and implementing nutrition interventions such as providing individualized or group nutrition education, and monitoring and evaluating of the patient's progress; examining the quality and accuracy of food served to the patients.
- Uses the established standards of practice in nutrition care to help determine nutrition interventions while providing a high level of patient/customer satisfaction while staying compliant with local, state and federal regulations.
- Assists the Dietitian in screening patients deemed at low nutrition risk; reviews and analyzes patient's dietary intake; evaluates food and intake from all sources; utilizes techniques that consider the varied needs of age-specific populations as well as cultural, religious, and ethnic concerns; communicates findings to the Dietitian.
- Participates in the development and modification of the nutrition care plan for assigned patients with the Dietitian; documents relevant, accurate and timely data in the electronic medical record (EMR). Collaborates with the Dietitians and, communicates all patient care needs.
- Calculates and documents data related to nutrient intake for calorie counts, checks on supplement acceptance/tolerance and educates patients on basic nutrition information.
- Instruct patient and/or family on modified diets or food/drug interactions as outlined in department policies and procedures; documents nutrition education in the electronic medical record (EMR).
- Operates At Your Request (AYR) Room Service program, maintains proficiency with application through updates and training; monitors and verifies changes in diet orders or prescriptions; monitors patients with food allergies; adheres to all patient safety standards as it relates to the provision of food service.
- Demonstrates professional and proper telephone etiquette and performs basic tasks with the office equipment available for use.

- Manages all tracking of nutrition services productivity for Clinical Consults and Educations along with managing the test tray assessment trending report.
- Participates in departmental and interdisciplinary meetings, task forces and projects. Maintains and creates the monthly "café table" with trending nutrition topics/informational handouts for the public.

Nutritional Services Supervisor & Cook, Greenbriar Terrace Transitional Care and Rehab, Nashua NH July 2015-December 2018
Hired in as a dual role of supervisor and a cook.

• Supervised approximately 20 foodservice personnel by assigning daily work while following the procedures for standardized operations.
• As supervisor, maintained proper daily functions of the kitchen and the tray line by having strong communication and time management skills. Strong attention to detail was necessary to maintain a healthy work environment. Maintained cleanliness and sanitation of the entire kitchen from food storage to food production to proper sanitation in the dish room.
• When necessary, prepared the meals for an average census of 250 residents by following recipes to maintain quality and ensure proper nutritional needs of the residents.
•Used proper infection control techniques, protective equipment, and safety procedures when necessary.
•Practiced proper handling of meat and poultry.
•Maximize patient health through nourishing healthy meals with individualized diet plans that balance the patient's desires for food preferences along with their medical needs while focusing on their quality of life.
•Process all dietary paperwork from the patients, dieticians, and all other healthcare personnel involved.
•Met with residents to discuss their personalized diets, personal preferences, and casual conversations to lighten their moods.
•Ensured diets to be preventive or therapeutic as needed for each patient.

Dietary Aide, Cook, Supervisor, Kindred at Hanover Terrace Nursing and Rehab, Hanover NH August 2013- July 2014

This position was my first career out of college- I was given a wonderful opportunity to learn how to manage and run a public health kitchen. I learned the basics of being a foodservice director- cooking, ordering, daily duties, and supervision.

- Began as dietary aide, then quickly progressed to night cook/supervisor.
- As dietary aide, followed meal tickets, corrected trays according to dietary needs, and assembled snack items.

- As cook: prepared, served, supervised and cleaned up meals twice a day. Maintained proper sanitation and food handling in accordance to corporate standards.
- Assisted with food ordering through Sysco, along with conducted inventory frequently. Earned the ability to calculate and call-in Hood milk orders biweekly along with New England coffee orders once a month. Gained computer access to print tray tickets and adjust patient tray cards from diet orders.
- Trained new employees.
- Performed duties of the Nutrition Services Manager while the manager was not present and performed daily duties of the Assistant Nutrition Services Manager. Assisted with monthly and annual budget when necessary. Assisted with occasional in-services for employees. Adjusted menus to accordance with the census at the time by performing mathematical equations.

Sales Clerk, Central Square Café, Troy NH
September 2012- January 2013
Central Square Café purchased Eva's Bakery and Café where I was currently employed while in college.

- Operated cash register, received and dispensed correct change. Delivered meals made to order. Maintained a clean and attractive restaurant for dining.

Sales Clerk, Eva's Bakery & Café, Troy NH
August 2011-September 2012

- Courteously greeted customers and assisted with purchases. Worked shifts alone, demonstrating great responsibility. Assembled 8-10 lunch options made to order with or without another employee. Followed proper food handling skills and the necessary sanitation procedures of a foodservice establishment.

Waitress, Catering Staff, The Quechee Club, Quechee, VT
January 2008-July 2015
This was my first job hired in at 17 years old- I gained a love for foodservice while working here. I learned how to be a professional server to food handling and management all throughout my years.

- Practiced strong communication skills daily while serving the members.
- Began as hostess and to go's, and when of age quickly became a server.
- Prepared, served and attended to the needs of the members of the prestigious country club.
- Set-up, served and dissembled the events such as weddings and functions for members & guests of the club.
- Gained the ability to adapt to last minute changes in a fast-paced environment.
- Trained new employees and acted in a manager role when a manager was not around.

SKILLS:

- ☐ Communication
- ☐ Time Management skills
- ☐ Multicultural sensitivity/awareness
- ☐ Flexibility
- ☐ Prioritization
- ☐ Organization
- ☐ Critical Thinking
- ☐ Customer Service
- ☐ Dependable
- ☐ Adaptable
- ☐ Proficient in Microsoft Word, PowerPoint, Excel
- ☐ Intermediate Spanish speaking
- ☐ Supervision
- ☐ Menu development
- ☐ Nutrition Counseling

EDUCATION:

Bachelors of Science in Health Science: Option -Nutrition and Dietetics
August 2013
Keene State College, Keene, NH

Tracie Elder

To find a fulfilling employment opportunity that helps my family and to provide an organized, agreeable, and productive working environment. Authorized to work in the US for any employer

Work Experience

Operations Manager of Elder Services Community Action Program Belknap-Merrimack Counties – Concord, NH
June 2024–Present

- Recruit, Interview, Train & Supervise Staff
- Manage Eight (8) Senior Centers in 2 different counties (Belknap & Merrimack)
- Manage a multi-town Meals on Wheels program with over 1,000 participants
- Marketing and Fundraising for Multiple Programs within CAPBM
- Network of Volunteers & Community Partnership management
- Lead Educational Seminars about Elder Services Programs
- Refer participants to Area Resources
- Compliance Management for Federal/State Funded Programs

Store Manager Lemon Tree Gifts – Hanover, NH
September 2023-June 2024

- Recruit, Interview, Train & Supervise Staff
- Assist with Scheduling & Time Sheet Management
- Manager of Daily Operations: Customer Service, Product Inventory Management, Drive Store Sales, Daily Restock of Items Sold, Cash Handling, Balancing & Daily Sales Reports

Office Manager Visiting Angels-Gilford, NH
October 2022 to September 2023

- Recruit, Interview, Train & Supervise Staff
- Marketing & Sales for Business
- Conduct Field Evaluations for Quality Control & Client Retention
- High Quality Customer Service Provider
- Teach Compliance Training Classes
- Assessment & Shift Scheduling Manager
- Emergency/On-Call Team Leader
- Lead Educational Seminars for Community Partners
- Rapid Documentation/Data Entry
- Compose & Administer Performance Reviews for All Staff
- Implement & Ensure Proper Billing Practices

Business Owner Omega Entertainment - Hill, NH
November 2004 to Present

- Owner/Operator of Professional Disc Jockey Business
- Supervisor of Independently Contracted Employees
- Event Planning
- Marketing/Sales for Business
- Accounting/Payroll
- Conduct Client Meetings & Performance at Events

Resource Center Manager Community Action Program Belknap-Merrimack Counties - Laconia, NH
August 2021 to October 2022

- Supervise, Train and Assist in Hiring of Employees
- Manage a multi-town Meals on Wheels program with over 200 participants

- Weekly Food Inventory/Ordering, Data Reporting and Cash Handling
- All ServSafe practices followed for Food Safety - ServSafe Manager Certified
- Coordination of Daily Activities and Event Coverage with Staff and Volunteers
- Marketing and Fundraising for Multiple Programs within CAPBM

Covid-19 Call Center Supervisor Maxim/DHHS (*Contract Position)
March 2021 to Present

- Manage Team of 20+ Agents Handling Vulnerable Residents, Vaccine Appointment Requests, Vaccine Corrections/Updates
- Updated Training Materials and Completed Hands on Training
- Assisted with Calls at Peak Times and Managed Escalated Caller Issues
- Evaluated Employee Performance
- Developed Weekly Report for Call Center Metrics

Restaurant Manager Burrito Me - Laconia, NH
August 2020 to March 2021

- Recruit/Hire, Train & Supervise all Staff Members on Customer Service, Food & Beverage Knowledge and Health/Safety Skills
- Coordinate Marketing Strategies and Strategic Planning to help drive business during Covid-19
- Cook/Prepare Food to Ensure Quality and Customer Satisfaction
- Daily/Weekly Duties Included: Scheduling Staff, Place Food Orders, Run POS Reports and Balance Financials, Complete Cleanliness and Safety Checks for Equipment, Problem Solving & Customer Service Satisfaction

Store Manager Squam Lake Marketplace - Holderness, NH
April 2018 to August 2020

- Supervise, Scheduling & Time Sheet Management for 20+ Staff Members
- Manage Daily Operations: Customer Service, POS and Product Inventory Management, Financial Requirements, Drive Store Sales, Staff Training and Develop a Positive Work Environment
- Achieved promotion from Assistant Manager to Store Manager after one season of employment

Student Loan Analyst Granite State Management & Resources - Concord, NH
September 2017 to April 2018

- Customer Service, Problem Solving, Payment Processing/Posting
- Federal Student Loan Processing
- Federal Security Clearance to support Privacy of Borrowers
- Analyzing Loan Types, Loan Payment Solutions/Options
- Assisting in Online Account Set Up

Health Mentor West Central Behavioral Health - Claremont, NH
July 2012 to September 2017

- Provide Functional Support Services for Patients
- Money Management for Grant Funds/Spreadsheets Developed to Track Funds
- Medical Record Documentation (ECHO/Middling)
- Electronic Patient Scheduling
- Weekly Team Meetings and Supervision (Team Approach to Patient Care)
- Educational Seminars and Certifications Kept Current (Personal Trainer/CPR & AED)

Assistant Manager Anytime Fitness - Jacksonville, FL
February 2008 to November 2011

- Marketing/Sales for Business
- Account Management/Collections

- Supervise/Manage Other Employees
- Data Entry/Report Management
- Payroll Management

Athletic Trainer Premier Physical Therapy - Jacksonville, FL
January 2006 to July 2007

- Patient Care Administration (Data Entry, Patient Scheduling, Medical Billing)
- Medical Charting
- Collection of Copayments
- Marketing to Physician's Offices

Athletic Trainer Smart Body Physical Therapy - Jacksonville, FL
November 2004 to December 2005

- Patient Care Administration (Data Entry, Patient Scheduling, Medical Billing)
- Medical Charting
- Collection of Copayments
- Marketing to Physician's Offices

Athletic Trainer Mayo Clinic/St. Luke's Hospital - Jacksonville, FL
February 1999 to June 2005

- Design of Rehabilitation/Exercise Programs for Patients
- Patient Care Administration (Data Entry, Patient Scheduling, Medical Billing)
- Medical Coverage at Community Athletic Events
- Multiple Presentations given at Staff and Community Events
- Sports Medicine Marketing, Clinical Research, and Statistical Reports

Education

Bachelor's Degree in Sports Medicine
Wingate University - Wingate, NC
August 1994 to May 1998

DENNIS KEON

SUMMARY OF QUALIFICATIONS

- Self-motivated with strong organizational and planning skills to consistently meet deadlines and objectives
- Excellent interpersonal and communication skills: motivational, empowering, honest, and supportive
- Resourceful and proactive in collaborating, assessing and implementing an array of creative solutions to a variety of situations

WORK EXPERIENCE

2021 to Present **Community Action Program - Belknap & Merrimack Counties - Concord, NH**
Food Service Manager for Elder Services

- Manage and supervise 5 hourly staff in all daily food operations for 8 Senior Centers and 4 Day Care Centers
- Provide leadership and support over MOW to ensure that food quality standards, inventory levels, food safety guidelines and customer service expectations are met
- Effectively handle managerial responsibilities including but not limited to: payroll submission staffing patterns, effective coaching and discipline, and purchasing
- Develop and implement cycle menus that are approved by nutrition specialist
- Implement and enforce policies and procedures in accordance with federal and state guidelines

2018 to 2021 **Health Care Services Group Peterborough, NH**
Account Manager/Director of Dietary and Nutrition

- Manage and supervise 12 dietary staff in all daily food operations in a 100 bed nursing/rehabilitation center
- Provide leadership, support and guidance to ensure that food quality standards, inventory levels, food safety guidelines and customer service expectations are met
- Effectively handle managerial responsibilities including but not limited to: payroll submission staffing patterns, effective coaching and discipline, and purchasing
- Maintained weekly and monthly budget reports including posting and reconciling
- Implement and enforce policies and procedures in accordance with federal and state requirements

1997 to 2019 **Sodexo Services 20 Years of Employment:**
Operations Manager, Maine Maritime Academy
Catering Manager, Plymouth State University

Operations and Catering Manager, Colby-Sawyer College
General Manager, St. Johnsbury Academy
Chef Manager, Landmark College

- Managed account budget ranging from $1.3- $3.5 million; serving up to 250-1400 customers per day in residential and retail dining
- Achieved budget expectations while continuing to deliver an exceptional food service program
- Developed a format to assess and compare year over year sales and expenditures
- Analyzed and utilized data to create a more efficient and effective dining program
- Supervised up to 90 employees from diverse backgrounds, at each, account, ensuring successful daily services
- Changed the climate of the overall operations to be productive, positive and respectful
- Consistently implemented and maintained policies and procedures in compliance with institutional and personnel regulations
- Accurately recorded and utilized government commodities
- Worked collaboratively with internal and external customers to create, assess, and implement strategic plans and goals
- A sought after instructor to deliver and train personnel in National Food Safety Practices to provide a safe environment for employees and customers

1995 to 1997 **NH Community Technical College Berlin, NH**
Consultant & Culinary Arts Instructor

- Developed a business plan and design assessment for the institution to open an experiential component to the Associate Degree Curriculum
- Instructed and assessed a diverse group of students in practical applications of culinary and restaurant knowledge
- Actively participated in regular departmental planning and budgetary review meetings

1989 to 1995 **The Moorings Restaurant Westport, CT**
Sous Chef to Head Chef

ADDITIONAL EXPERIENCE

1997 to Présent **Professional Ski Instructor NH & VT**

- Recognized for 20 years of service in American Professional Ski Instructor Association in 2017
- Create a Safe and Comfortable learning environment so persons of all ages can enjoy the sport

1985 **Earned & Awarded Rank of Eagle Scout, the Boy Scouts of America**

EDUCATION

1985-1989 JOHNSON AND WALES UNIVERSITY; PROVIDENCE, RI
Bachelor of Science - Food Service Management
Associate of Science - Culinary Arts
Associate of Science - Food and Beverage Management

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: Community Action Program Belknap-Merrimack Counties Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jeanne Agri	Chief Executive Officer	$0.00	$145,916.00
Jill Lesmerises	Chief Financial Officer	$0.00	$108,927.00
Heather O'Brien	Director of Elder Services	$64,849.00	$81,061.50
Tracie Elder	Operations Wellness Manager	$53,605.00	$53,605.00
Dennis Keon	Food Services Manager	$53,625.00	$53,625.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

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

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	**$24,010,976.93**	**$14,196,495.71**	**$38,207,472.64**	

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents: Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

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

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

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered &. Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$596,298.64	$596,298.64
			Subtotal	*$945,366.48*	*$596,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

05-95-93-930010-2608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*
			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

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

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $6,351,133.79

3. Modify Exhibit C – Amendment #1, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 55.32% Federal funds:

         1.1.1. 23.39% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 6.94% Older Americans Act Title III – Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 14.04% Social Services Block Grant, as awarded on 6/29/21, 6/29/22, and 6/29/23 by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

         1.1.4. 5.77% American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6;

         1.1.5. 3.85% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, ALN 93.045, FAIN 2101NHCMC6; and

         1.1.6. 1.33% Centers for Medicare & Medicaid Services – Medicaid, ALN 93.778, FAIN N/A.

      1.2. 44.68% General Funds.

4. Modify Exhibit C – Amendment #1, Payment Terms, Section 3., to read:

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

5. Modify Exhibit C-1 Amendment #1 – Rate Sheet, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

Contractor Initials DS

Date 6/4/2024

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/4/2024
Date

DocuSigned by:
1323A240400F498...
Name: Melissa Hardy
Title: Director, DLTSS

Community Action Program Belknap and Merrimack Counties, Inc.

6/4/2024
Date

DocuSigned by:
DC8711F43C3E4E5...
Name: Jeanne Agri
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2024
Date

DocuSigned by:
Robyn Guarino
74B734B44941450...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #2

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	99,180	$8.11	$ 780,019.80
Title III-C Congregate Meals	Per Meal	41,783	$8.11	$ 338,860.13
Title XX Home Delivered Meals	Per Meal	57,631	$8.11	$ 467,387.41
ARPA Home Delivered Meals	Per Meal	26,601	$8.11	$ 215,734.11
ARPA Congregate Meals	Per Meal	17,733	$8.11	$ 143,814.63
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	2,085	$8.11	$ 16,909.35
			Subtotal	$ *1,962,725.43*
7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	99,180	$8.11	$ 780,019.80
Title IIIC1 Cong Meals	Per Meal	41,783	$8.11	$ 338,860.13
Title XX HD Meals	Per Meal	57,631	$8.11	$ 467,387.41
ARP Title IIIC2 HD Meals	Per Meal	26,601	$8.11	$ 215,734.11
ARP Title IIIC1 Cong Meals	Per Meal	17,733	$8.11	$ 143,814.63
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	8,338	$8.11	$ 67,621.18
HB2 - 7872	Per Meal	190,635	$0.57	$ 108,661.95
HB2 - 9255	Per Meal	57,631	$0.57	$ 32,849.67
			Subtotal	$ *2,154,948.88*
7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	105,479	$8.68	$ 915,557.72
Title IIIC1 Cong Meals	Per Meal	23,423	$8.68	$ 203,311.64
Title XX HD Meals	Per Meal	63,584	$8.68	$ 551,909.12
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	45,724	$8.68	$ 396,884.32
HB2 - 9255	Per Meal	19,101	$8.68	$ 165,796.68
			Subtotal	$ *2,233,459.48*
			Total	$ 6,351,133.79

Contractor Initials: DS
Date: 6/4/2024

ARC

31A

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

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

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

April 6, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into amendments to existing contracts with the Contractors listed below in **bold** to add additional funding to support the increase of need and cost to provide nutrition services to qualifying New Hampshire citizens, by increasing the total price limitation by $425,629.02 from $23,562,550.70 to $23,988,179.72 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 81.80% Federal Funds. 18.20% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #45 with the option to renew for four (4) additional years.

Contractor Name	Vendor Code	Area Served	Current Budget	Increase (Decrease) Amount	Revised Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16	$84,530.53	$3,976,162.69
Gibson Center for Senior Services	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00	$1,613.89	$ 699,073.89
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74	$96,906.39	$2,347,707.13
Newport Senior Center	177250	Sullivan County	$1,475,695.60	$55,164.22	$1,530,859.82
Ossipee Concerned Citizens	170158	Carroll County	$954,498.34	$ 63,793.26	$1,018,291.60
Rockingham Nutrition MOW	155197	Rockingham County	$3,958,961.38	$123,620.73	$4,082,582.11

St Joseph Community Services	155093	Hillsborough County	$5,631,940.84	$-	$5,631,940.84
Strafford Nutrition MOW	260818	Strafford County	$1,521,873.94	$	$1,521,873.94
Tri-County Community Action Program	177195	Coos County	$1,718,768.52	$	$1,718,768.52
VNA at HCS, Inc	177274	Cheshire County	$1,460,919.18	$	$1,460,919.18
			$23,562,550.70	$425,629.02	$23,988,179.72

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

See attached fiscal details.

EXPLANATION

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

Approximately 63,000 individuals will be served through these services. Approximately 55,293 additional meals will be served by this amendment during State Fiscal Years 2023 and 2024, which is in addition to the 1.6 million meals already being served through these services. The Contractors will provide meals using the following three methods for the following populations:

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

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

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

Area Served: Statewide.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Fiscal Details
RFA-2023-BEAS-04-BEASN

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

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

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

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

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,576.00	$ -	$ 160,576.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00	$ -	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,576.00	$ -	$ 160,576.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00	$ -	$ 58,392.00
		Subtotal	*$ 437,940.00*	$ -	*$ 437,940.00*

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Fiscal Details
RFA-2023-BEAS-04-BEASN

Rockingham Nutrition MOW (Vendor #155197)

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

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

Fiscal Details
RFA-2023-BEAS-04-BEASN

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

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

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget

Fiscal Details

RFA-2023-BEAS-04-BEASN

544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24	$ -	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24	$ -	$ 472,683.24
		Subtotal	*$ 945,366.48*	*$ -*	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

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

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

$ 5,706,147.34 $ $ 5,706,147.34

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

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

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

Fiscal Details
RFA-2023-BEAS-04-BEASN

		Subtotal	*$ 719,097.48*	*$ -*	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

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

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50	$ -	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00	$ 11,094.48	$ 161,129.48
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50	$ -	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00	$ 44,361.70	$ 194,396.70
		Subtotal	*$ 506,875.00*	*$ 55,456.18*	*$ 562,331.18*

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70	$ -	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23	$ 8,110.00	$ 82,665.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70	$ -	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23	$ 32,440.00	$ 106,995.23
		Subtotal	*$ 221,613.86*	*$ 40,550.00*	*$ 262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

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

Fiscal Details
RFA-2023-BEAs-04-BEAsN

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
		Subtotal	*$ 4,197,687.34*	*$ 96,006.18*	*$ 4,293,693.52*

$ 4,197,687.34 $ 96,006.18 $ 4,293,693.52

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

Fiscal Details
RFA-2023-BEAS-04-BEASN

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Rockingham Nutrition MOW (Vendor #155197)

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

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ -	$ -
102-500731	Contracts for Program Svs	2024	$ -	$ -	$ -
		Subtotal	$ -	$ -	$ -

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

Fiscal Details
RFA-2023-BEAS-04-BEASN

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 65,926.19	$ 65,926.19
102-500731	Contracts for Program Svs	2024	$ -	$ 263,696.65	$ 263,696.65
		Subtotal	*$ -*	*$ 329,622.84*	*$ 329,622.84*
			$	329,622.84	$ 329,622.84

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,945,816.08	$ 16,909.35	$ 1,962,725.43
		2024	$ 1,945,816.08	$ 67,621.18	$ 2,013,437.26
		Subtotal	*$ 3,891,632.16*	*$ 84,530.53*	*$ 3,976,162.69*

Gibson Center for Senior Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 348,730.00	$ 324.40	$ 349,054.40
		2024	$ 348,730.00	$ 1,289.49	$ 350,019.49
		Subtotal	*$ 697,460.00*	*$ 1,613.89*	*$ 699,073.89*

Grafton County Senior Citizens Council, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,125,400.37	$ 19,382.90	$ 1,144,783.27
		2024	$ 1,125,400.37	$ 77,523.49	$ 1,202,923.86
		Subtotal	*$ 2,250,800.74*	*$ 96,906.39*	*$ 2,347,707.13*

Newport Senior Center

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 737,847.80	$ 11,029.60	$ 748,877.40
		2024	$ 737,847.80	$ 44,134.62	$ 781,982.42
		Subtotal	*$ 1,475,695.60*	*$ 55,164.22*	*$ 1,530,859.82*

Ossipee Concerned Citizens

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 477,249.17	$ 12,757.03	$ 490,006.20
		2024	$ 477,249.17	$ 51,036.23	$ 528,285.40
		Subtotal	*$ 954,498.34*	*$ 63,793.26*	*$ 1,018,291.60*

Rockingham Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,979,480.69	$ 24,727.39	$ 2,004,208.08
		2024	$ 1,979,480.69	$ 98,893.34	$ 2,078,374.03
		Subtotal	*$ 3,958,961.38*	*$ 123,620.73*	*$ 4,082,582.11*

Fiscal Details
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St Joseph Community Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 2,815,970.42	$	$ 2,815,970.42
		2024	$ 2,815,970.42	$	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*	*$*	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 760,936.97	$	$ 760,936.97
		2024	$ 760,936.97	$	$ 760,936.97
		Subtotal	*$ 1,521,873.94*	*$*	*$ 1,521,873.94*

Tri-County Community Action Program

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 859,384.26	$	$ 859,384.26
		2024	$ 859,384.26	$	$ 859,384.26
		Subtotal	*$ 1,718,768.52*	*$*	*$ 1,718,768.52*

VNA at HCS

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 730,459.59	$	$ 730,459.59
		2024	$ 730,459.59	$	$ 730,459.59
		Subtotal	*$ 1,460,919.18*	*$*	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
		2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
		Subtotal	*$ 23,562,550.70*	*$ 425,629.02*	*$ 23,988,179.72*
			$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
2606-102-500731	Contracts for Program Svs	2023	$	$ 65,926.19	$ 65,926.19
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$	$ 2,068,479.83

Fiscal Details
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9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
2606-102-500731	Contracts for Program Svs	2024	$	$ 263,696.65	$ 263,696.65
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36	$	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66	$	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34	$	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82	$	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52	$ 96,006.18	$ 1,659,873.70
2606-102-500731	Contracts for Program Svs	all	$	$ 329,622.84	$ 329,622.84
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Grand Total SFY23	2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
Grand Total SFY24	2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
Total Contract		$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

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

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $3,976,162.69

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C - Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1 – Amendment #1, Rate Sheet.

Contractor Initials DS JL

Date 3/21/2023

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

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

State of New Hampshire
Department of Health and Human Services

3/21/2023
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Community Action Program Belknap and Merrimack Counties, Inc.

3/21/2023
Date

Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

3/22/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
BEAS Nutrition Services - CAP Belknap Merrimack
EXHIBIT C – Amendment 1

Payment Terms

1. This Agreement is funded by:
   - 1.1. 61.97% Federal funds,
     - 1.1.1. 23.54% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
     - 1.1.2. 8.52% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
     - 1.1.3. 14.11% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
     - 1.1.4. 9.22% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP, Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
     - 1.1.5. 6.15% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
     - 1.1.6. 0.43% Center for Medicaid/Medicare Services- HCBS Enhanced FMAP-ARP Funds.
   - 1.2. 38.03% General funds.
2. For the purposes of this Agreement the Department has identified:
   - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following

the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

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

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

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

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

Exhibit C-1 Amendment 1 - Rate Sheet - CAP B/M

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service.	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	96,180	$8.11	$ 780,019.80
Title III-C Congregate Meals	Per Meal	41,783	$8.11	$ 338,860.13
Title XX Home Delivered Meals	Per Meal	57,631	$8.11	$ 467,387.41
ARPA Home Delivered Meals	Per Meal	26,601	$8.11	$ 215,734.11
ARPA Congregate Meals	Per Meal	17,733	$8.11	$ 143,814.63
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	2,085	$8.11	$ 16,909.35
			Subtotal	$ 1,962,725.43

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service	Rate per Service	Total Amount of Funding being
Title III-C Home Delivered Meals	Per Meal	96,180	$8.11	$ 780,019.80
Title III-C Congregate Meals	Per Meal	41,783	$8.11	$ 338,860.13
Title XX Home Delievered Meals	Per Meal	57,631	$8.11	$ 467,387.41
ARPA Home Delievered Meals	Per Meal	26,601	$8.11	$ 215,734.11
ARPA Congregate Meals	Per Meal	17,733	$8.11	$ 143,814.63
ARP Title IIIC1 Cong.Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	8,338	$8.11	$ 67,621.18
			Subtotal	*$2,013,437.26*

Contractor Initials: _____
Date: 3-29-2023

45 GAC

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

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,961.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.84
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	**$23,562,550.70**

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

See attached fiscal details.

EXPLANATION

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

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

The Contractors will provide meals using the following three methods:

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

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

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

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

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

Area Served: Statewide.

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

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2021-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Sanford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability O1	35	35	35	35	35	35	35	35	35	35	35
Experience O2	30	30	30	30	30	30	30	30	30	30	28
Capacity O3	25	25	25	25	25	25	25	25	25	25	24
Staffing O4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

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

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

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Gibson Center for Senior Services (Vendor #155344)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Newport Senior Center (Vendor #177250)

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

Fiscal Details

RFA-2023-BEAB-04-BEABN

Ossipee Concerned Citizens (Vendor #170158)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Rockingham Nutrition MOW (Vendor #166197)

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

Fiscal Details

RFA-2023-8EAS-04-8EASN

St Joseph Community Services (Vendor #165093)

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

Fiscal Details
RFA-2023-BEAS-04-BEASN

Strafford Nutrition MOW (Vendor # 260818)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Tri-County Community Action Program (Vendor #177196)

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

Fiscal Details –
RFA-2023-BEAS-04-BEASN

VNA at HCS (Vendor #177274)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

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

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

$ 13,658,716.02

Fiscal Details

RFA-2023-BEAS-04-BEASN

05-95-48-481010-9266 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

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

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170168)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Rockingham Nutrition MOW (Vendor #155197)

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

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Tri-County Community Action Program (Vendor #177196)

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

VNA at HCS (Vendor #177274)

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

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

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

$ 5,706,147.34

Fiscal Details

RFA-2023-BEAS-04-BEASN

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

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

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

Newport Senior Center (Vendor #177250)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Ossipee Concerned Citizens (Vendor #170158)

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

Rockingham Nutrition MOW (Vendor #155197)

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

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

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

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

4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	$ *3,891,632.16*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ 348,730.00
		2024	$ 348,730.00
		Subtotal	*$ 697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	*$ 2,250,800.74*

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	*$ 1,475,695.60*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ — 477,249.17
		2024	$ 477,249.17
		Subtotal	*$ 954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	*$ 3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	*$ 1,521,873.94*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details

RFA-2023-BEAS-04-BEASN

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,662,550.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,662,550.70

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,275.35
Total Contract		$ 23,662,550.70

Subject: RFA-2023-BEAS-04-BEASN-01 (BEAS Nutrition Services)

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

1. 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 Community Action Program Belknap and Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive P.O. Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $3,891,632.16
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jeanne Agri Date: 6/4/2022		1.12 Name and Title of Contractor Signatory Jeanne Agri Chief Executive Officer	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/6/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS

Date 6/4/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials JA

Date 6/4/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS

Date 6/4/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

EXHIBIT A

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant on each

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

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

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

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

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their families;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Services

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

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

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

1.12. Referring Clients to Other Services

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

1.13. Client Wait Lists

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

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

1.14. Criminal Background Check and BEAS State Registry Checks

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

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

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

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

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

1.19. Performance Measures

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

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

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

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

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

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

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

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

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

4. Records.

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

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

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

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

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Exhibit B-1

GEOGRAPHIC AREA SERVED

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 62.88% Federal funds,
      1.1.1. 24.05% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD.
      1.1.2. 8.71% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 14.41% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 9.42% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 6.28% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
   1.2. 37.12% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

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

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

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

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

Exhibit C-1 Rate Sheet

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	96,180	$8.11	$ 780,019.80
Title III-C Congregate Meals	Per Meal	41,783	$8.11	$ 338,880.13
Title XX Home Delivered Meals	Per Meal	57,631	$8.11	$ 467,387.41
ARPA Home Delivered Meals	Per Meal	26,601	$8.11	$ 215,734.11
ARPA Congregate Meals	Per Meal	17,733	$8.11	$ 143,814.63
Totals	[redacted]	239,928	[redacted]	$ 1,945,816.08

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	96,180	$8.11	$ 780,019.80
Title III-C Congregate Meals	Per Meal	41,783	$8.11	$ 338,880.13
Title XX Home Delivered Meals	Per Meal	57,631	$8.11	$ 467,387.41
ARPA Home Delivered Meals	Per Meal	26,601	$8.11	$ 215,734.11
ARPA Congregate Meals	Per Meal	17,733	$8.11	$ 143,814.63
Totals	[redacted]	239,928	[redacted]	$ 1,945,816.08
			Total Award	$ 3,891,632.16

Contractor Initials: JL
Date: 6/4/2021

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Community Action Program Belknap-Merrimack Coun

6/4/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Community Action Program Belknap-Merrimack Cour

6/4/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Community Action Program Belknap-Merrimack C

6/4/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Community Action Program Belknap-Merrimack C

6/4/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Community Action Program Belknap-Merrimack C

6/4/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Community Action Program Belknap-Merrimack Counties, Inc.
The State by:	Name of the Contractor
Christine Santaniello	Jeanne Agri
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Jeanne Agri
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/4/2022
Date	Date

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

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

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

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

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

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

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

Contractor Name: Community Action Program Belknap-Merrimack C

6/4/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

FORM A

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

1. The DUNS number for your entity is: 6/5/2022

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication: If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Date 6/4/2022

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Gibson Center for Senior Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,924,431

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #3.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1, Rate Sheet, Amendment #3.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1, Rate Sheet Amendment #2, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/24/2025
Date

DocuSigned by:
Melissa Hardy
1323A2404QDF405...
Name: Melissa Hardy
Title: Director, DLTSS

Gibson Center for Senior Services, Inc.

2/20/2025
Date

DocuSigned by:
Barbara Campbell
BC8127AD6B964BE...
Name: Barbara W. Campbell
Title: President, Board of Directors

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

OFFICE OF THE ATTORNEY GENERAL

3/1/2025
Date

DocuSigned by:
Robyn Guarino
748734844941460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

7/1/2022 through 06/30/2023 Service Units

Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	19,800.00	$8.11	$ 160,578.00
Title IIIC1 Cong Meals	Per Meal	7,200.00	$8.11	$ 58,392.00
Title XX HD Meals	Per Meal	5,100.00	$8.11	$ 41,361.00
ARP Title IIIC2 HD Meals	Per Meal	5,400.00	$8.11	$ 43,794.00
ARP Title IIIC1 Cong Meals	Per Meal	5,500.00	$8.11	$ 44,605.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	40.00	$8.11	$ 324.40
			Subtotal	***$ 349,054.40***

7/1/2023 through 06/30/2024 Service Units

Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	19,800	$8.11	$ 160,578.00
Title IIIC1 Cong Meals	Per Meal	7,200	$8.11	$ 58,392.00
Title XX HD Meals	Per Meal	5,100	$8.11	$ 41,361.00
ARP Title IIIC2 HD Meals	Per Meal	5,400	$8.11	$ 43,794.00
ARP Title IIIC1 Cong Meals	Per Meal	5,500	$8.11	$ 44,605.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	159	$8.11	$ 1,289.49
HB2 - 7872	Per Meal	38,059	$0.57	$ 21,693.63
HB2 - 9255	Per Meal	5,100	$0.57	$ 2,907.00
			Subtotal	***$ 374,620.12***

7/1/2024 through 06/30/2025 Service Units

Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	21,190	$8.68	$ 183,929.20
Title IIIC1 Cong Meals	Per Meal	4,036	$8.68	$ 35,032.48
Title XX HD Meals	Per Meal	4,951	$8.68	$ 42,974.68
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	11,240	$8.68	$ 97,563.20
HB2 - 9255	Per Meal	4,695	$8.68	$ 40,752.60
			Subtotal	***$ 400,252.16***

7/1/2025 through 06/30/2026 Service Units

Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	25,389	$8.68	$ 220,376.52
Title IIIC1 Cong Meals	Per Meal	11,077	$8.68	$ 96,148.36
Title XX HD Meals	Per Meal	9,646	$8.68	$ 83,727.28
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	***$ 400,252.16***

7/1/2026 through 06/30/2027 Service Units

Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	25,389	$8.68	$ 220,376.52
Title IIIC1 Cong Meals	Per Meal	11,077	$8.68	$ 96,148.36
Title XX HD Meals	Per Meal	9,646	$8.68	$ 83,727.28
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	***$ 400,252.16***

Total	$ 1,924,431.00

DS
Contractor Initials

2/20/2025
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GIBSON CENTER FOR SENIOR SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 10, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **60369**

Certificate Number: **0007057590**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of February A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Gibson Center for Senior Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 22, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Barbara W. Campbell, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Gibson Center for Senior Services, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 2/19/2025

Signature of Elected Officer
Name: John Tuten
Title: Treasurer

Rev. 03/24/20

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2025

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 Chalmers Insurance Group - North Conway PO Box 2460 North Conway NH 03860	CONTACT NAME: Heather Clement, CIC PHONE (A/C, No, Ext): (603) 356-6928 FAX (A/C, No): (603) 356-6934 E-MAIL ADDRESS: HClement@chalmersinsuranceGroup.com
INSURED Gibson Center for Senior Services, Inc. PO Box 655 North Conway NH 03860-0655	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Acadia Insurance Company — 31325 INSURER B: Union Insurance Company — 25844 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24/25 Master 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPA0011316-40	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAA0011366-41	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI-	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUA0011368-40	05/01/2024	05/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA0018862-40	05/01/2024	05/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations: Social Services for Senior Citizens

CERTIFICATE HOLDER

State of New Hampshire
NH Dept of Health & Human Svcs
129 Pleasant Street
Concord NH 03301-3857

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

The mission of the Gibson Center for Senior Services is to offer programs that enable seniors in New Hampshire's Northern Carroll County to live independently and actively, with purpose and dignity..

GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE

Consolidated Financial Statements

June 30, 2024 and 2023

and

Independent Auditor's Report

The Gibson Center for Senior Services, Inc.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2024 and 2023

TABLE OF CONTENTS

VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Gibson Center for Senior Services, Inc. and Affiliate

Opinion

We have audited the accompanying consolidated financial statements of the Gibson Center for Senior Services, Inc. (a nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position as of June 30, 2024 and 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Gibson Center for Senior Services, Inc. and Affiliate as of June 30, 2024 and 2023, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Gibson Center for Senior Services, Inc. and Affiliate and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Gibson Center for Senior Services, Inc. and Affiliate's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Gibson Center for Senior Services, Inc. and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Gibson Center for Senior Services, Inc. and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating financial statements are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Vashon Clukay & Company PC

Manchester, New Hampshire
October 2, 2024

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
June 30, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 452,273	$ 488,655
Investments	336,013	281,630
Accounts receivable	89,095	74,229
Prepaid expenses	30,293	35,095
Inventory	2,397	2,397
TOTAL CURRENT ASSETS	910,071	882,006
NONCURRENT ASSETS:		
New Hampshire Charitable Foundation Restricted Fund	924,487	874,853
Property and equipment, net	2,678,030	2,674,064
TOTAL NONCURRENT ASSETS	3,602,517	3,548,917
TOTAL ASSETS	$ 4,512,588	$ 4,430,923
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 30,966	$ 48,881
Accrued expenses	55,601	60,001
Security deposit payable	12,712	11,935
Current portion of mortgage note payable	24,168	21,085
TOTAL CURRENT LIABILITIES	123,447	141,902
NONCURRENT LIABILITIES:		
Mortgage note payable, less current portion	-	24,210
TOTAL NONCURRENT LIABILITIES	-	24,210
TOTAL LIABILITIES	123,447	166,112
NET ASSETS:		
Without donor restrictions:		
Undesignated	3,445,922	3,356,991
Board reserved for capital acquisitions	925,627	875,939
With donor restrictions:		
Purpose restrictions	17,592	31,881
TOTAL NET ASSETS	4,389,141	4,264,811
TOTAL LIABILITIES AND NET ASSETS	$ 4,512,588	$ 4,430,923

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2024 and 2023

	2024	2023
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUE AND SUPPORT		
Fees and grants from governmental agencies	$ 602,893	$ 416,618
Town appropriations	55,500	55,500
Contributions	265,992	267,167
Fundraising	35,168	65,135
Thrift shop sales	131,841	133,151
Rental income	185,650	165,550
Interest and dividend income	12,934	6,060
Other income	31,607	95,791
Gain (Loss) on sale of assets	(1,851)	(8,158)
Net realized and unrealized gain (loss) on investments	138,490	76,405
Net assets released from donor restrictions	14,289	46,458
TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS	1,472,513	1,319,677
EXPENSES		
Program Services:		
Nutrition	479,875	446,313
Transportation	130,080	119,871
Social and Educational	146,145	152,834
Age-Friendly	10,000	-
Total Program Services	766,100	719,018
Supporting Services:		
Management and General	377,911	382,485
Fundraising	189,883	177,668
Total Supporting Services	567,794	560,153
TOTAL EXPENSES	1,333,894	1,279,171
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	138,619	40,506
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Grants	-	25,750
Net assets released from donor restrictions	(14,289)	(46,458)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(14,289)	(20,708)
CHANGE IN NET ASSETS	124,330	19,798
NET ASSETS, July 1	4,264,811	4,245,013
NET ASSETS, June 30	$ 4,389,141	$ 4,264,811

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2024

	Program Services					Supporting Services			
	Nutrition	Transportation	Social and Educational	Age-Friendly	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 278,384	$ 55,736	$ 80,773	$ -	$ 414,893	$ 70,289	$ 107,828	$ 178,117	$ 593,010
Payroll taxes	21,425	4,195	5,707	-	31,327	5,305	8,034	13,339	44,666
Employee benefits	21,371	2,818	16,192	-	40,381	7,759	11,273	19,032	59,413
Total Salaries and Related Expenses	321,180	62,749	102,672	-	486,601	83,353	127,135	210,488	697,089
Food	62,318	-	-	-	62,318	-	-	-	62,318
Direct program expenses	36,015	25,712	34,559	9,700	105,986	,39	24,295	24,334	130,320
Travel	26	109	-	-	135	328	-	328	463
Conferences and training	2,869	-	95	-	2,964	222	787	1,009	3,973
Insurance	7,870	2,818	2,818	-	13,506	16,227	3,004	19,231	32,737
Telephone	1,021	383	563	-	1,967	1,497	383	1,880	3,847
Professional services	4,424	1,661	1,661	-	7,746	9,366	28,861	38,227	45,973
Postage	132	-	-	-	132	555	8	563	695
Office expenses	9,688	1,288	1,797	300	13,073	7,572	4,136	11,708	24,781
Public relations/communications	1,167	-	1,980	-	3,147	-	575	575	3,722
Special events	-	-	-	-	-	-	699	699	699
Utilities	15,214	2,580	-	-	17,794	33,245	-	33,245	51,039
Repairs and maintenance	17,951	3,339	-	-	21,290	76,192	-	76,192	97,482
Foundation and investment expenses	-	-	-	-	-	8,421	-	8,421	8,421
Interest expense	-	-	-	-	-	2,010	-	2,010	2,010
Payments in lieu of real estate taxes	-	-	-	-	-	16,209	-	16,209	16,209
Total Expenses Before Depreciation	479,875	100,639	146,145	10,000	736,659	255,236	189,883	445,119	1,181,778
Depreciation expense	-	29,441	-	-	29,441	122,675	-	122,675	152,116
Total Expenses	$ 479,875	$ 130,080	$ 146,145	$ 10,000	$ 766,100	$ 377,911	$ 189,883	$ 567,794	$ 1,333,894

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2023

	Program Services					Supporting Services			
	Nutrition	Transportation	Social and Educational	Age-Friendly	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 256,357	$ 49,909	$ 65,779	$ -	$ 372,045	$ 71,473	$ 92,662	$ 164,135	$ 536,180
Payroll taxes	19,548	3,749	4,959	-	28,256	5,306	6,992	12,298	40,554
Employee benefits	19,213	2,615	15,448	-	37,276	9,860	17,883	27,743	65,019
Total Salaries and Related Expenses	295,118	56,273	86,186	-	437,577	86,639	117,537	204,176	641,753
Food	59,364	-	-	-	59,364	-	-	-	59,364
Direct program expenses	29,917	22,255	58,901	-	111,073	46	24,048	24,094	135,167
Travel	-	-	-	-	-	452	-	452	452
Conferences and training	1,868	-	-	-	1,868	125	-	125	1,993
Insurance	7,209	2,572	2,572	-	12,353	14,434	2,707	17,141	29,494
Telephone	873	326	776	-	1,975	1,047	326	1,373	3,348
Professional services	4,019	1,509	1,509	-	7,037	6,840	22,098	28,938	35,975
Postage	257	-	-	-	257	529	149	678	935
Office expenses	10,103	1,609	2,260	-	13,972	3,149	4,204	7,353	21,325
Public relations/communications	462	-	630	-	1,092	-	963	963	2,055
Special events	-	-	-	-	-	-	5,636	5,636	5,636
Utilities	18,366	3,086	-	-	21,452	48,193	-	48,193	69,645
Repairs and maintenance	18,757	2,800	-	-	21,557	74,504	-	74,504	96,061
Foundation and investment expenses	-	-	-	-	-	7,813	-	7,813	7,813
Interest expense	-	-	-	-	-	3,161	-	3,161	3,161
Payments in lieu of real estate taxes	-	-	-	-	-	15,497	-	15,497	15,497
Total Expenses Before Depreciation	446,313	90,430	152,834	-	689,577	262,429	177,668	440,097	1,129,674
Depreciation expense	-	29,441	-	-	29,441	120,056	-	120,056	149,497
Total Expenses	$ 446,313	$ 119,871	$ 152,834	$ -	$ 719,018	$ 382,485	$ 177,668	$ 560,153	$ 1,279,171

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from grants and contributions	$ 1,045,923	$ 731,303
Interest income received	8,153	3,839
Other income received	261,391	507,668
Cash paid to employees	(597,482)	(518,837)
Cash paid to suppliers	(589,458)	(588,739)
Payments in lieu of tax	(16,209)	(15,497)
Interest paid	(1,667)	(3,161)
Net Cash Provided by Operating Activities	110,651	116,576
CASH FLOWS FROM INVESTING ACTIVITIES		
Distributions from New Hampshire Charitable Foundation	32,028	34,264
Redemption of investments	-	165,959
Purchases of property and equipment	(157,934)	(140,971)
Net Cash Provided (Used) for Investing Activities	(125,906)	59,252
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on mortgage note payable	(21,127)	(19,976)
Net Cash Used for Financing Activities	(21,127)	(19,976)
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	(36,382)	155,852
CASH AND EQUIVALENTS, July 1	488,655	332,803
CASH AND EQUIVALENTS, June 30	$ 452,273	$ 488,655
NON-CASH INVESTING AND FINANCING TRANSACTIONS		
Net change in value of restricted funds held by NHCF	$ 81,662	$ 39,149
Net change in fair value of investments	$ 54,383	$ 33,202
Net book value of disposed property and equipment	$ 1,852	$ -
Prior period deposit on capitalized assets	$ -	$ 41,095

See notes to consolidated financial statements

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

The Gibson Center for Senior Services, Inc. (the "Organization") was founded on October 1, 1979 and subsequently incorporated on November 15, 1988 as a non-profit organization. The Organization offers an evolving array of programs and services to both active and passive senior residents of Northern Carroll County New Hampshire. The Organization services the needs of senior residents through nutrition programs, transportation programs for the elderly and disabled, and social and educational programs, which are designed to enable them to stay actively involved in their communities.

Affiliate

In May 2005, the Organization established Silver Lake Senior Housing Corporation (the Affiliate), a non-profit organization, for the purpose of acquiring land and buildings located in Madison, New Hampshire. The Affiliate operates a senior residential facility. The operation of Silver Lake Landing began July 22, 2005.

Accounting Policies

The accounting policies of the Gibson Center for Senior Services, Inc. and Affiliate conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations except as indicated hereafter. All significant inter-company transactions and balances have been eliminated for the consolidated financial statement presentation. The following is a summary of significant accounting policies.

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The consolidated financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for capital acquisition reserve.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are

released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Contributions and Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. The Organization reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Recognition of Contributed Nonfinancial Assets

The Organization receives donated services from a variety of unpaid volunteers assisting with meal deliveries to the elderly and disabled, operations at the thrift shop, and other administrative tasks. No amounts have been recognized in the consolidated financial statements for these donated services because the accounting criteria for recognition of such volunteer efforts have not been satisfied.

Additionally, the Organization operates a thrift shop in which all items sold in the shop have been donated. The fair value of the donated goods is indeterminable until time of sale. Revenue recognized pertaining to the operation of the thrift shop, and included within thrift shop sales revenue, for the years ended June 30, 2024 and 2023 was $131,841 and $133,151, respectively.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited. Salary and wage expenses, employee benefits, and payroll taxes are allocated based on annual evaluations of individual employee roles and responsibilities. Non-wage and wage related expenses not directly attributable to a single function have been allocated to program and support services based on the following ratios:

	Nutrition	Transportation	Social and Educational	Management and General	Fundraising
Telephone	40%	15%	15%	15%	15%
Office expenses	40%	15%	15%	15%	15%
Professional services	40%	15%	15%	15%	15%
Insurance	60%	15%		25%	
Utilities	60%	15%		25%	
Repairs and maintenance	60%	15%		25%	

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consist of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

Investments

Investments consisting of fixed income mutual funds and equity mutual funds are carried at their market value at June 30, 2024 and June 30, 2023. Interest income is reflected in the statements of activities.

At June 30, 2024 and 2023, the market value of investments consists of the following:

	2024	2023
Fixed-income mutual funds	$ 78,633	$ 70,428
Equity mutual funds	257,380	211,202
Total assets at fair value	$ 336,013	$ 281,630

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All contributions receivable are considered collectible and expected to be received within one year.

Inventory

Inventory consists of maintenance supplies on hand and is valued at the lower of cost (determined on the first-in, first-out method) or net realizable value. Food purchases are recorded as an expense in the period purchased. Food inventory, if any, at year end is not material to the consolidated financial statements.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations currently for expenditures which do not extend the lives

of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Land improvements	5-39
Building and building improvements	5-40
Equipment and vehicles	3-15
Furniture and fixtures	5-39

Accrued Earned Time

All full-time and part-time employees accrue earned time as they provide services. Earned time is accrued at a rate dependent upon length of service. Upon termination of employment, any accrued/unused earned time will be paid at current rates of pay, except for employees who have been employed for less than 60 days.

Revenue and Revenue Recognition

The Organization recognizes contributions, donations and miscellaneous income when cash is received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Organization also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Organization has met those performance requirements or incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to meeting performance requirements or incurring qualifying expenditures are reported as revenue with donor restrictions and amounts not yet received, but already awarded are recorded as grants and contracts receivable.

The Organization recognizes revenue from contracts with customers in the form of rental income and thrift shop sales.

The following tables provide information about balances of receivables, contract assets and contract liabilities associated with contracts with customers for the years ended June 30, 2024 and 2023:

	Receivables	Contract Assets	Contract Liabilities
June 30, 2024	$ -	$ -	$ -
June 30, 2023	$ -	$ -	$ -
June 30, 2022	$ -	$ -	$ 750

Rental Income

Rental charges are invoiced monthly to residents of Silver Lake Senior Housing Corporation. The Organization recognizes revenue for rental income over time based on resident occupancy. Rental fees collected in advance of the period of occupancy are deferred.

Thrift Shop Sales

Revenues recognized through thrift shop sales are recognized at the point in time the sale takes place. All sales are paid in full at the point of sale. No contract related assets or liabilities are reported in relation to these transactions.

Credit Loss Expense

The Organization uses the reserve method for accounting for credit losses. No allowance for credit losses has been recorded as of June 30, 2024 and 2023, because management of the Organization believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are carried in the consolidated financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Income Taxes

The Organization and its Affiliate are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are also exempt from State of New Hampshire income taxes and, therefore, have made no provision for Federal or State income taxes. In addition, the Organization and its Affiliate have been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Organization and its Affiliate are annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS.

FASB Accounting Standards Codification Topic 740 entitled Accounting for Income Taxes requires the Organization and its Affiliate to report uncertain tax positions for financial reporting purposes. The Organization and its Affiliate had no uncertain tax positions as of June 30, 2024, and accordingly do not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

During the years ended June 30, 2024, and 2023, the Organization had unrelated business income from advertising, copier fees, and room usage fees. No provision has been made in these consolidated financial statements for accrued unrelated business income taxes as the amounts are not material.

NOTE 2—ADOPTION OF ACCOUNTING STANDARDS

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses* (Topic 326). The objective of Topic 326 is to provide useful information for decision making, by considering expected credit losses on financial instruments. It requires financial assets which are measured on an amortized cost basis to be presented at the net amount expected to be collected. The adoption did not have a material impact on the Organization's consolidated statements of financial position, activities, functional expenses, or the statements of cash flows.

NOTE 3—LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. The Board of Directors periodically review and adjust the spending policy through the budgeting process based on the operational and developmental needs of the Organization. Cash reserves in excess of daily operational needs may be invested in certificates of deposit.

The following table reflects the Organization's financial assets as of June 30, 2024 and 2023, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. Amounts not available include the board designated capital reserve. In the event the need arises to utilize the board designated reserve funds for liquidity purposes, the reserves could be drawn upon through recommendation of the Finance Committee and approval by the Board of Directors.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2024	2023
Cash and cash equivalents	$ 452,273	$ 488,655
Investments	336,013	281,630
Accounts receivable	89,095	74,229
Total Financial Assets	877,381	844,514
Less:		
Net assets with donor restrictions	(17,592)	(31,881)
Financial assets included in Board designated capital reserve	(1,140)	(1,086)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 858,649	$ 811,547

NOTE 4—CONCENTRATION OF CREDIT RISK

The Organization and its Affiliate maintain bank deposits at a local financial institution located in New Hampshire. The Organization and its Affiliate's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. Certificates of deposit maintained by the Organization and its Affiliate are also insured by the FDIC up to a total of $250,000. The Organization has entered into agreements with the financial institution to provide collateral against deposits in excess of FDIC limits. As of June 30, 2024, all the Organizations deposits were insured or collateralized. Deposits of the Affiliate were fully insured as of June 30, 2024.

NOTE 5—INVESTMENTS

Fair Value Measurements

The Organization and its Affiliate report under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1: Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2: Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Fixed-income and Equity Mutual Funds: Valued based on quoted prices for identical investments in active markets.

New Hampshire Charitable Foundation Restricted Fund: Valued using the fair value of the assets held in the trust as reported by the New Hampshire Charitable Foundation (NHCF) at year end. The Organization considers the measurement of its beneficial interest in the trusts to be a Level 3 measurement within the fair value hierarchy because even though that measurement is based on the unadjusted fair values of the trust assets reported by the trustee, the Organization will never receive those individual assets or have the ability to direct the redemption or investment of them.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization and its Affiliate's investments measured at fair value on a recurring basis:

Investments at Fair Value as of June 30, 2024

	Level 1	Level 2	Level 3	Total
Fixed-income mutual funds	$ 78,633			$ 78,633
Equity mutual funds	257,380			257,380
NHCF Restricted Fund			$ 924,487	924,487
Total assets at fair value	$ 336,013	$ -	$ 924,487	$ 1,260,500

Investments at Fair Value as of June 30, 2023

	Level 1	Level 2	Level 3	Total
Fixed-income mutual funds	$ 70,428			$ 70,428
Equity mutual funds	211,202			211,202
NHCF Restricted Fund			$ 874,853	874,853
Total assets at fair value	$ 281,630	$ -	$ 874,853	$ 1,156,483

The reported change in the investments which use fair value measurements that use significant unobservable inputs (Level 3) is as follows:

	2024	2023
Balance at July 1	$ 874,853	$ 869,968
Contributions received	-	-
Dividend and interest income	5,976	3,759
Realized gain (loss) on investments	32,353	19,522
Unrealized gain (loss) on investments	51,754	23,680
	90,083	46,961
Investment fees and expenses	(8,420)	(7,812)
Total Return - net of investment fees	81,663	39,149
Distributions	(32,029)	(34,264)
Balance at June 30	$ 924,487	$ 874,853

NOTE 6—ACCOUNTS RECEIVABLE

Accounts receivable consist of the following at June 30, 2024 and 2023:

	2024	2023
Town appropriations	$ 32,250	$ 32,250
Fees and grants from governmental agencies	53,054	38,138
Other	3,791	3,841
	$ 89,095	$ 74,229

NOTE 7—PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2024 and 2023 is as follows:

Organization	2024	2023
Construction in progress	$ 106,498	
Land and land improvements	377,789	$ 377,789
Building and building improvements	1,709,189	1,705,247
Equipment and vehicles	409,744	376,009
Furniture and fixtures	77,962	80,588
	2,681,182	2,539,633
Less accumulated depreciation	(1,203,981)	(1,115,727)
	$ 1,477,201	$ 1,423,906

Affiliate	2024	2023
Land and land improvements	$ 328,600	$ 328,600
Building and building improvements	1,368,514	1,368,514
Equipment and vehicles	163,831	164,643
Furniture and fixtures	109,054	111,444
	1,969,999	1,973,201
Less accumulated depreciation	(769,170)	(723,043)
	$ 1,200,829	$ 1,250,158

Consolidated	2024	2023
Construction in progress	$ 106,498	
Land and land improvements	706,389	$ 706,389
Building and building improvements	3,077,703	3,073,761
Equipment and vehicles	573,575	540,652
Furniture and fixtures	187,016	192,032
	4,651,181	4,512,834
Less accumulated depreciation	(1,973,151)	(1,838,770)
	$ 2,678,030	$ 2,674,064

NOTE 8—ACCRUED EXPENSES

Accrued expenses consist of the following at June 30, 2024 and 2023:

	2024	2023
Accrued salaries	$ 32,698	$ 36,047
Accrued earned time	22,731	23,854
Miscellaneous accrued expense	172	100
	$ 55,601	$ 60,001

NOTE 9—MORTGAGE NOTE PAYABLE

At June 30, 2024 and 2023, the mortgage note payable consists of the following:

	2024	2023
$300,000 note payable, secured by property, payable in monthly installments of $1,928 including interest at 5.57% through July 22, 2025. The balance of the note is payable in full on July 22, 2025.	$ 24,168	$ 45,295

Following are the maturities of the mortgage note payable as of June 30, 2024:

Year Ending June 30,	Amount
2025	$ 24,168

NOTE 10—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following purpose restricted funding at June 30, 2024 and 2023:

	2024	2023
Capital repairs	$ 14,173	$ 15,000
Community improvement projects	1,187	7,913
Website development	2,232	2,388
Senior internet connectivity	-	6,580
	$ 17,592	$ 31,881

NOTE 11—CONCENTRATION OF REVENUE RISK

During the years ended June 30, 2024 and 2023, the Organization received 41% ($602,893) and 32% ($416,618), respectively, of its revenues in the form of federal and state nutrition and transportation fees and grants from the State of New Hampshire.

Nutrition program grant agreements were entered into with the State of New Hampshire for periods through June 30, 2025. Transportation program grant agreements were entered into with the State of New Hampshire for periods through June 30, 2026. Revenue is recognized as services are provided under the terms of the contract on a reimbursement basis through submission of monthly claims reports.

NOTE 12—RELATED PARTY TRANSACTIONS

The Gibson Center for Senior Services, Inc. has a management agreement with Silver Lake Senior Housing Corporation, its affiliate. The total fees received by the Gibson Center for Senior Services, Inc. from its affiliate were $27,600, for each of the years ended June 30, 2024 and 2023, respectively, and have been eliminated for consolidated reporting.

During the year ended June 30, 2024, The Gibson Center for Senior Services, Inc. provided an unconditional grant of $10,000 to its affiliate for the purpose of capital improvements. This transaction has been eliminated for consolidation purposes.

During the year ended June 30, 2022, The Gibson Center for Senior Services, Inc. provided a loan to its affiliate, in the amount of $45,000 for the purpose of capital improvements. The affiliate is responsible for monthly principal and interest payments on the outstanding balance. The outstanding balances as of June 30, 2024 and June 30, 2023 of $25,118 and $33,864, respectively, and interest paid during the years then ended of $1,195 and $1,538, respectively, have been eliminated for consolidated reporting.

NOTE 13—CONTINGENCIES

Grants require fulfillment of certain conditions as set forth in the terms of the grant contract. Failure to fulfill grant conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the gifts and their applicable terms it has accommodated the objectives of the Organization to the provisions of the gift.

NOTE 14—SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 2, 2024, which is the date the consolidated financial statements were available to be issued.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2024

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 412,596	$ 39,677		$ 452,273
Investments	336,013			336,013
Accounts receivable	89,095			89,095
Due from affiliate	25,118		$ (25,118)	-
Prepaid expenses	19,381	10,912		30,293
Inventory		2,397		2,397
Investment in affiliate	1,485,458		(1,485,458)	-
TOTAL CURRENT ASSETS	2,367,661	52,986	(1,510,576)	910,071
NONCURRENT ASSETS:				
New Hampshire Charitable Foundation Restricted Fund	924,487			924,487
Property and equipment, net	1,477,201	1,200,829		2,678,030
TOTAL NONCURRENT ASSETS	2,401,688	1,200,829	-	3,602,517
TOTAL ASSETS	$ 4,769,349	$ 1,253,815	$ (1,510,576)	$ 4,512,588
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	$ 20,849	$ 10,117		$ 30,966
Accrued expenses	55,601			55,601
Due to affiliate		25,118	$ (25,118)	-
Security deposit payable		12,712		12,712
Current portion of mortgage note payable		24,168		24,168
TOTAL CURRENT LIABILITIES	76,450	72,115	(25,118)	123,447
NONCURRENT LIABILITIES:				
TOTAL NONCURRENT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	76,450	72,115	(25,118)	123,447
NET ASSETS:				
Without donor restrictions:				
Undesignated	3,756,853	1,174,527	(1,485,458)	3,445,922
Board reserved for capital acquisitions	925,627			925,627
With donor restrictions:				
Purpose restrictions	10,419	7,173		17,592
TOTAL NET ASSETS	4,692,899	1,181,700	(1,485,458)	4,389,141
TOTAL LIABILITIES AND NET ASSETS	$ 4,769,349	$ 1,253,815	$ (1,510,576)	$ 4,512,588

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2023

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 468,208	$ 20,447		$ 488,655
Investments	281,630			281,630
Accounts receivable	74,229			74,229
Due from affiliate	33,864		$ (33,864)	-
Prepaid expenses	21,461	13,634		35,095
Inventory		2,397		2,397
Investment in affiliate	1,485,458		(1,485,458)	-
TOTAL CURRENT ASSETS	2,364,850	36,478	(1,519,322)	882,006
NONCURRENT ASSETS:				
New Hampshire Charitable Foundation Restricted Fund	874,853			874,853
Property and equipment, net	1,423,906	1,250,158		2,674,064
TOTAL NONCURRENT ASSETS	2,298,759	1,250,158	-	3,548,917
TOTAL ASSETS	$ 4,663,609	$ 1,286,636	$ (1,519,322)	$ 4,430,923
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	$ 38,611	$ 10,270		$ 48,881
Accrued expenses	60,001			60,001
Due to affiliate		33,864	$ (33,864)	-
Security deposit payable		11,935		11,935
Current portion of mortgage note payable		21,085		21,085
TOTAL CURRENT LIABILITIES	98,612	77,154	(33,864)	141,902
NONCURRENT LIABILITIES:				
Mortgage note payable, less current portion		24,210		24,210
TOTAL NONCURRENT LIABILITIES	-	24,210	-	24,210
TOTAL LIABILITIES	98,612	101,364	(33,864)	166,112
NET ASSETS:				
Without donor restrictions:				
Undesignated	3,665,177	1,177,272	(1,485,458)	3,356,991
Board reserved for capital acquisitions	875,939			875,939
With donor restrictions:				
Purpose restrictions	23,881	8,000		31,881
TOTAL NET ASSETS	4,564,997	1,185,272	(1,485,458)	4,264,811
TOTAL LIABILITIES AND NET ASSETS	$ 4,663,609	$ 1,286,636	$ (1,519,322)	$ 4,430,923

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2024

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
REVENUE AND SUPPORT				
Fees and grants from governmental agencies	$ 602,893			$ 602,893
Town appropriations	55,500			55,500
Contributions	254,092	$ 11,900		265,992
Fundraising	35,168			35,168
Thrift shop sales	131,841			131,841
Rental income	3,000	182,650		185,650
Interest and dividend income	14,126	3	$ (1,195)	12,934
Other income	55,249	13,958	(37,600)	31,607
Gain (Loss) on sale of assets	(598)	(1,253)		(1,851)
Net realized and unrealized gain (loss) on investments	138,490			138,490
Net assets released from donor restrictions	13,462	827		14,289
TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS	1,303,223	208,085	(38,795)	1,472,513
EXPENSES				
Program Services:				
Nutrition	479,875			479,875
Transportation	130,080			130,080
Social and Educational	146,145			146,145
Age-Friendly	10,000			10,000
Total Program Services	766,100	-	-	766,100
Supporting Services:				
Management and General	205,876	210,830	(38,795)	377,911
Fundraising	189,883			189,883
Total Supporting Services	395,759	210,830	(38,795)	567,794
TOTAL EXPENSES	1,161,859	210,830	(38,795)	1,333,894
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	141,364	(2,745)	-	138,619
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS				
Net assets released from donor restrictions	(13,462)	(827)		(14,289)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(13,462)	(827)	-	(14,289)
CHANGE IN NET ASSETS	127,902	(3,572)	-	124,330
NET ASSETS, July 1	4,564,997	1,185,272	(1,485,458)	4,264,811
NET ASSETS, June 30	$ 4,692,899	$ 1,181,700	$ (1,485,458)	$ 4,389,141

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2023

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
REVENUE AND SUPPORT				
Fees and grants from governmental agencies	$ 416,618			$ 416,618
Town appropriations	55,500			55,500
Contributions	242,067	$ 25,100		267,167
Fundraising	65,135			65,135
Thrift shop sales	133,151			133,151
Rental income	3,000	162,550		165,550
Interest and dividend income	7,589	9	$ (1,538)	6,060
Other income	119,619	3,772	(27,600)	95,791
Gain (Loss) on sale of assets		(8,158)		(8,158)
Net realized and unrealized gain (loss) on investments	76,405			76,405
Net assets released from donor restrictions	26,458	20,000		46,458
TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS	1,145,542	203,273	(29,138)	1,319,677
EXPENSES				
Program Services:				
Nutrition	446,313			446,313
Transportation	119,871			119,871
Social and Educational	152,834			152,834
Total Program Services	719,018	-	-	719,018
Supporting Services:				
Management and General	194,540	217,083	(29,138)	382,485
Fundraising	177,668			177,668
Total Supporting Services	372,208	217,083	(29,138)	560,153
TOTAL EXPENSES	1,091,226	217,083	(29,138)	1,279,171
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	54,316	(13,810)	-	40,506
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS				
Grants	17,750	8,000		25,750
Net assets released from donor restrictions	(26,458)	(20,000)		(46,458)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(8,708)	(12,000)	-	(20,708)
CHANGE IN NET ASSETS	45,608	(25,810)	-	19,798
NET ASSETS, July 1	4,519,389	1,211,082	(1,485,458)	4,245,013
NET ASSETS, June 30	$ 4,564,997	$ 1,185,272	$ (1,485,458)	$ 4,264,811

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2024

Gibson Center for Senior Services, Inc.:

	Program Services					Supporting Services			
	Nutrition	Transportation	Social and Educational	Age-Friendly	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 278,384	$ 55,736	$ 80,773	$ -	$ 414,893	$ 70,289	$ 107,828	$ 178,117	$ 593,010
Payroll taxes	21,425	4,195	5,707	-	31,327	5,305	8,034	13,339	44,666
Employee benefits	21,371	2,818	16,192	-	40,381	7,759	11,273	19,032	59,413
Total Salaries and Related Expenses	321,180	62,749	102,672	-	486,601	83,353	127,135	210,488	697,089
Food	62,318	-	-	-	62,318	-	-	-	62,318
Direct program expenses	36,015	25,712	34,559	9,700	105,986	39	24,295	24,334	130,320
Travel	26	109	-	-	135	80	-	80	215
Conferences and training	2,869	-	95	-	2,964	222	787	1,009	3,973
Insurance	7,870	2,818	2,818	-	13,506	3,910	3,004	6,914	20,420
Telephone	1,021	383	563	-	1,967	677	383	1,060	3,027
Professional services	4,424	1,661	1,661	-	7,746	2,716	28,861	31,577	39,323
Postage	132	-	-	-	132	547	8	555	687
Office expenses	9,688	1,288	1,797	300	13,073	6,671	4,136	10,807	23,880
Public relations/communications	1,167	-	1,980	-	3,147	10,000	575	10,575	13,722
Special events	-	-	-	-	-	-	699	699	699
Utilities	15,214	2,580	-	-	17,794	4,627	-	4,627	22,421
Repairs and maintenance	17,951	3,339	-	-	21,290	19,832	-	19,832	41,122
Foundation and investment expenses	-	-	-	-	-	8,421	-	8,421	8,421
Total Expenses Before Depreciation	479,875	100,639	146,145	10,000	736,659	141,095	189,883	330,978	1,067,637
Depreciation expense	-	29,441	-	-	29,441	64,781	-	64,781	94,222
Total Expenses	$ 479,875	$ 130,080	$ 146,145	$ 10,000	$ 766,100	$ 205,876	$ 189,883	$ 395,759	$ 1,161,859

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2024

Silver Lake Senior Housing Corporation:

	Program Services					Supporting Services			
	Nutrition	Transportation	Social and Educational	Age-Friendly	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	248	-	248	248
Insurance	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	12,317	-	12,317	12,317
Professional services	-	-	-	-	-	820	-	820	820
Postage	-	-	-	-	-	6,650	-	6,650	6,650
Office expenses	-	-	-	-	-	8	-	8	8
Public relations/communications	-	-	-	-	-	901	-	901	901
Special events	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	28,618	-	28,618	28,618
Management fees	-	-	-	-	-	56,360	-	56,360	56,360
Interest expense	-	-	-	-	-	27,600	-	27,600	27,600
Payments in lieu of real estate taxes	-	-	-	-	-	3,205	-	3,205	3,205
Total Expenses Before Depreciation	-	-	-	-	-	16,209	-	16,209	16,209
Depreciation expense	-	-	-	-	-	152,936	-	152,936	152,936
Total Expenses	$ -	$ -	$ -	$ -	$ -	57,894	-	57,894	57,894
						$ 210,830	$ -	$ 210,830	$ 210,830

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2024

Eliminations:

	Program Services					Supporting Services			
	Nutrition	Transportation	Social and Educational	Age-Friendly	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Professional services	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	-	(10,000)	-	(10,000)	(10,000)
Special events	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	-	(27,600)	-	(27,600)	(27,600)
Interest expense	-	-	-	-	-	(1,195)	-	(1,195)	(1,195)
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	-	(38,795)	-	(38,795)	(38,795)
Depreciation expense	-	-	-	-	-	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -	$ -	$ (38,795)	$ -	$ (38,795)	$ (38,795)

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2023

Consolidated Totals:

	Program Services					Supporting Services			
	Nutrition	Transportation	Social and Educational	Age-Friendly	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 278,384	$ 55,736	$ 80,773	$ -	$ 414,893	$ 70,289	$ 107,828	$ 178,117	$ 593,010
Payroll taxes	21,425	4,195	5,707	-	31,327	5,305	8,034	13,339	44,666
Employee benefits	21,371	2,818	16,192	-	40,381	7,759	11,273	19,032	59,413
Total Salaries and Related Expenses	321,180	62,749	102,672	-	486,601	83,353	127,135	210,488	697,089
Food	62,318	-	-	-	62,318	-	-	-	62,318
Direct program expenses	36,015	25,712	34,559	9,700	105,986	39	24,295	24,334	130,320
Travel	26	109	-	-	135	328	-	328	463
Conferences and training	2,869	-	95	-	2,964	222	787	1,009	3,973
Insurance	7,870	2,818	2,818	-	13,506	16,227	3,004	19,231	32,737
Telephone	1,021	383	563	-	1,967	1,497	383	1,880	3,847
Professional services	4,424	1,661	1,661	-	7,746	9,366	28,861	38,227	45,973
Postage	132	-	-	-	132	555	8	563	695
Office expenses	9,688	1,288	1,797	300	13,073	7,572	4,136	11,708	24,781
Public relations/communications	1,167	-	1,980	-	3,147	-	575	575	3,722
Special events	-	-	-	-	-	-	699	699	699
Utilities	15,214	2,580	-	-	17,794	33,245	-	33,245	51,039
Repairs and maintenance	17,951	3,339	-	-	21,290	76,192	-	76,192	97,482
Foundation and investment expenses	-	-	-	-	-	8,421	-	8,421	8,421
Interest expense	-	-	-	-	-	2,010	-	2,010	2,010
Payments in lieu of real estate taxes	-	-	-	-	-	16,209	-	16,209	16,209
Total Expenses Before Depreciation	479,875	100,639	146,145	10,000	736,659	255,236	189,883	445,119	1,181,778
Depreciation expense	-	29,441	-	-	29,441	122,675	-	122,675	152,116
Total Expenses	$ 479,875	$ 130,080	$ 146,145	$ 10,000	$ 766,100	$ 377,911	$ 189,883	$ 567,794	$ 1,333,894

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2023

Gibson Center for Senior Services, Inc.:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 256,357	$ 49,909	$ 65,779	$ 372,045	$ 71,473	$ 92,662	$ 164,135	$ 536,180
Payroll taxes	19,548	3,749	4,959	28,256	5,306	6,992	12,298	40,554
Employee benefits	19,213	2,615	15,448	37,276	9,860	17,883	27,743	65,019
Total Salaries and Related Expenses	295,118	56,273	86,186	437,577	86,639	117,537	204,176	641,753
Food	59,364	-	-	59,364	-	-	-	59,364
Direct program expenses	29,917	22,255	58,901	111,073	46	24,048	24,094	135,167
Travel	-	-	-	-	81	-	81	81
Conferences and training	1,868	-	-	1,868	125	-	125	1,993
Insurance	7,209	2,572	2,572	12,353	3,567	2,707	6,274	18,627
Telephone	873	326	776	1,975	326	326	652	2,627
Professional services	4,019	1,509	1,509	7,037	1,715	22,098	23,813	30,850
Postage	257	-	-	257	529	149	678	935
Office expenses	10,103	1,609	2,260	13,972	2,267	4,204	6,471	20,443
Public relations/communications	462	-	630	1,092	-	963	963	2,055
Special events	-	-	-	-	-	5,636	5,636	5,636
Utilities	18,366	3,086	-	21,452	6,526	-	6,526	27,978
Repairs and maintenance	18,757	2,800	-	21,557	20,144	-	20,144	41,701
Foundation and investment expenses	-	-	-	-	7,813	-	7,813	7,813
Total Expenses Before Depreciation	446,313	90,430	152,834	689,577	129,778	177,668	307,446	997,023
Depreciation expense	-	29,441	-	29,441	64,762	-	64,762	94,203
Total Expenses	$ 446,313	$ 119,871	$ 152,834	$ 719,018	$ 194,540	$ 177,668	$ 372,208	$ 1,091,226

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2023

Silver Lake Senior Housing Corporation:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	371	-	371	371
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	10,867	-	10,867	10,867
Professional services	-	-	-	-	721	-	721	721
Postage	-	-	-	-	5,125	-	5,125	5,125
Office expenses	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	882	-	882	882
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	41,667	-	41,667	41,667
Management fees	-	-	-	-	54,360	-	54,360	54,360
Interest expense	-	-	-	-	27,600	-	27,600	27,600
Payments in lieu of real estate taxes	-	-	-	-	4,699	-	4,699	4,699
Total Expenses Before Depreciation	-	-	-	-	15,497	-	15,497	15,497
Depreciation expense	-	-	-	-	161,789	-	161,789	161,789
Total Expenses	$ -	$ -	$ -	$ -	55,294	-	55,294	55,294
					$ 217,083	$ -	$ 217,083	$ 217,083

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2023

Eliminations:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-
Professional services	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	(27,600)	-	(27,600)	(27,600)
Interest expense	-	-	-	-	(1,538)	-	(1,538)	(1,538)
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	(29,138)	-	(29,138)	(29,138)
Depreciation expense	-	-	-	-	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -	$ (29,138)	$ -	$ (29,138)	$ (29,138)

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2023

Consolidated Totals:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 256,357	$ 49,909	$ 65,779	$ 372,045	$ 71,473	$ 92,662	$ 164,135	$ 536,180
Payroll taxes	19,548	3,749	4,959	28,256	5,306	6,992	12,298	40,554
Employee benefits	19,213	2,615	15,448	37,276	9,860	17,883	27,743	65,019
Total Salaries and Related Expenses	295,118	56,273	86,186	437,577	86,639	117,537	204,176	641,753
Food	59,364	-	-	59,364	-	-	-	59,364
Direct program expenses	29,917	22,255	58,901	111,073	46	24,048	24,094	135,167
Travel	-	-	-	-	452	-	452	452
Conferences and training	1,868	-	-	1,868	125	-	125	1,993
Insurance	7,209	2,572	2,572	12,353	14,434	2,707	17,141	29,494
Telephone	873	326	776	1,975	1,047	326	1,373	3,348
Professional services	4,019	1,509	1,509	7,037	6,840	22,098	28,938	35,975
Postage	257	-	-	257	529	149	678	935
Office expenses	10,103	1,609	2,260	13,972	3,149	4,204	7,353	21,325
Public relations/communications	462	-	630	1,092	-	963	963	2,055
Special events	-	-	-	-	-	5,636	5,636	5,636
Utilities	18,366	3,086	-	21,452	48,193	-	48,193	69,645
Repairs and maintenance	18,757	2,800	-	21,557	74,504	-	74,504	96,061
Foundation and investment expenses	-	-	-	-	7,813	-	7,813	7,813
Interest expense	-	-	-	-	3,161	-	3,161	3,161
Payments in lieu of real estate taxes	-	-	-	-	15,497	-	15,497	15,497
Total Expenses Before Depreciation	446,313	90,430	152,834	689,577	262,429	177,668	440,097	1,129,674
Depreciation expense	-	29,441	-	29,441	120,056	-	120,056	149,497
Total Expenses	$ 446,313	$ 119,871	$ 152,834	$ 719,018	$ 382,485	$ 177,668	$ 560,153	$ 1,279,171

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2024

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from grants and contributions	$ 1,045,923			$ 1,045,923
Interest income received	8,150	$ 3		8,153
Other income received	62,817	210,112	$ (11,538)	261,391
Management fees received from affiliate	27,600		(27,600)	-
Cash paid to employees	(597,482)			(597,482)
Cash paid to suppliers	(495,278)	(104,180)	10,000	(589,458)
Payments in lieu of tax		(16,209)		(16,209)
Interest paid		(3,205)	1,538	(1,667)
Cash paid for management fees to affiliate		(27,600)	27,600	-
Net Cash Provided by Operating Activities	51,730	58,921	-	110,651
CASH FLOWS FROM INVESTING ACTIVITIES				
Distributions from New Hampshire Charitable Foundation	32,028			32,028
Payments received on loan to affiliate	8,746		(8,746)	-
Purchases of property and equipment	(148,116)	(9,818)		(157,934)
Net Cash Used for Investing Activities	(107,342)	(9,818)	(8,746)	(125,906)
CASH FLOWS FROM FINANCING ACTIVITIES				
Payments made on affiliate loan		(8,746)	8,746	-
Payments on mortgage note payable		(21,127)		(21,127)
Net Cash Used for Financing Activities	-	(29,873)	8,746	(21,127)
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	(55,612)	19,230	-	(36,382)
CASH AND EQUIVALENTS, July 1	468,208	20,447	-	488,655
CASH AND EQUIVALENTS, June 30	$ 412,596	$ 39,677	$ -	$ 452,273
NON-CASH INVESTING AND FINANCING TRANSACTIONS				
Net change in value of restricted funds held by NHCF	$ 81,662	$ -	$ -	$ 81,662
Net change in fair value of investments	$ 54,383	$ -	$ -	$ 54,383
Net book value of disposed property and equipment	$ 599	$ 1,253	$ -	$ 1,852

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2023

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from grants and contributions	$ 731,303			$ 731,303
Interest income received	3,830	$ 9		3,839
Other income received	290,302	218,904	$ (1,538)	507,668
Management fees received from affiliate	27,600		(27,600)	-
Cash paid to employees	(518,837)			(518,837)
Cash paid to suppliers	(458,837)	(129,902)		(588,739)
Payments in lieu of tax		(15,497)		(15,497)
Interest paid		(4,699)	1,538	(3,161)
Cash paid for management fees to affiliate		(27,600)	27,600	-
Net Cash Provided by Operating Activities	75,361	41,215	-	116,576
CASH FLOWS FROM INVESTING ACTIVITIES				
Distributions from New Hampshire Charitable Foundation	34,264			34,264
Redemption of investments	165,959			165,959
Payments received on loan to affiliate	8,407		(8,407)	-
Purchases of property and equipment	(37,043)	(103,928)		(140,971)
Net Cash Provided (Used) for Investing Activities	171,587	(103,928)	(8,407)	59,252
CASH FLOWS FROM FINANCING ACTIVITIES				
Payments made on affiliate loan		(8,407)	8,407	-
Payments on mortgage note payable		(19,976)		(19,976)
Net Cash Used for Financing Activities	-	(28,383)	8,407	(19,976)
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	246,948	(91,096)	-	155,852
CASH AND EQUIVALENTS, July 1	221,260	111,543	-	332,803
CASH AND EQUIVALENTS, June 30	$ 468,208	$ 20,447	$ -	$ 488,655
NON-CASH INVESTING AND FINANCING TRANSACTIONS				
Net change in value of restricted funds held by NHCF	$ 39,149	$ -	$ -	$ 39,149
Net change in fair value of investments	$ 33,202	$ -	$ -	$ 33,202
Prior period deposit on capitalized assets	$ 26,000	$ 15,095	$ -	$ 41,095

Gibson Center for Senior Services Inc.. Board of Directors

Barb W.	Campbell	President
Brian	Coffey	
Kelly	Drew	Vice President
David	Dyson	
Isabelle	Eldridge	
Caleb	Gilbert	
Barbara	Harmon	
Joan	Kenney	
Steven	Roche	
Mary	Tedeschi	Secretary
John	Tuten	Treasurer

DAVID SMOLEN

Work Experience

Executive Director | Gibson Center for Senior Services – North Conway, NH **Jan. 2024 – Present**

- Responsible for annual budget of $1 million. With Administration Director
- Prepares budget projections and works to stay within legal budgeted parameters
- Explore additional opportunities for grants and apply for grants from potential sources
- Oversee existing and ongoing fundraising activities and develop new initiatives and opportunities
- Act as an advocate regarding issues, legislations and appropriations that directly affect Gibson Center and Silver Lake Landing programs
- Conduct periodic program evaluations and modifications
- Oversee and contribute to Public Relations/Newsletter/Marketing

Director | Conway Public Library – Conway, NH **June 2013 – Jan. 2024**

- Manage all administrative aspects of a busy, dynamic, and innovative public library
- Identify grant opportunities, submit proposals, manage projects
- Identify and develop strategic partnerships
- Manage multiple budgets totaling approximately $640,000 per year
- Manage eight employees and numerous volunteers
- Manage relationships with vendors of library services and products
- Evaluate research databases for potential purchase
- Compile usage statistics and submit annual report to State of NH
- Collaborate with Board of Trustees (BOT) to develop a strategic vision for the organization
- Serve as spokesperson for the library, in coordination with the Board of Trustees
- Manage media relations and write press releases
- Developed fundraising strategy for our 501c3 Friends of the Library group
- Provide technology training, research and reference services to the public
- Serve as chief liaison to the Northern New Hampshire Library Cooperative
- Manage library facility, which is listed in the National Register of Historic Places

Head of Technical Services | Manchester City Library – Manchester, NH **Jan 2012-June 2013**

- Manager of three employees. Established goals and performed annual reviews
- Represented MCL at Bibliographic Integrity Committee meetings for GMILCS consortium
- Manager of library cataloging policies and procedures
- Served on Library Finance Committee
- Performed technology training for staff and the general public
- Provided reference and research services to the public

DAVID SMOLEN

Senior Reference Librarian | Leach Library – Londonderry, NH **Oct 2006 – Dec 2011**

- Provided reference, research, and information services to the public
- Presented public programs on social media and local history
- Served as "librarian in charge" as necessary

Special Collections Librarian | NH Historical Society – Concord, NH **Feb 2000 – Oct 2006**

- Managed a one-of-a-kind collection of manuscripts, photographs, maps, broadsides, and ephemera that documents the people, places, and events of NH history
- Provided reference services to researchers in the fields of NH history and genealogy
- Worked with museum curatorial staff to create exhibitions in the area of state and local history

Additional Experience

Board Member | Gibson Center for Senior Services – North Conway, NH **Nov 2019 – Jan 2024**

- Served as Treasurer from June 2021 – February 2023
- Currently serving as Chair of the Programs Committee
- Serve as advisor to the Executive Director on a wide range of matters, including fundraising

Volunteer | Starting Point – Conway, NH **Jan 2023 – Present**

- Recently completed a 30-hour training to assist victims of domestic and sexual violence

Core Skill Competencies

Grant Writing | Budget Management | Staff Management | Project Management | Media Relations | Information and Database Management | Public Speaking | Facilities Management | Technology training | Social media management | Human resources /FMLA | Marketing | United States History

Core Interpersonal Competencies

Leadership | Flexibility | Communication | Time management | Problem-solving | Teamwork | Responsibility | Adaptability | Motivation | Focus | Integrity | Commitment to excellence | Career-focused | Ambitious | Avid learner | Results-driven | Collaborative learner

Technical Skills

MS Word | MS Excel | MS Powerpoint | Google Docs | Constant Contact | Canva | Animoto | Video Conferencing | Website Administration | Network Administration | Information Security

Education

Master of Library Science | University of Maryland – College Park, MD

Bachelor of Arts, History | Stockton University – Galloway, NJ

KENNETH KASLOW

Administration Director: Gibson Center for Senior Services, Inc. N.Conway, NH 5/97-present
Non-profit providing congregate and home delivered meals, transportation and educational programs to elderly and disabled.

- Hire, evaluate and supervise department heads.
- Responsible for payroll, taxes, benefits, workers comp and personnel files.
- Account Receivable, Payable, general ledger, banking, cash control, and financial statements.
- Budget development and management
- Maintain compliance with and statistical tracking of federal and state contracts.
- On the coordinator of computer hardware and software troubleshooting and training.
- Responsible for daily operation of all programs, communications systems, buildings and grounds, and tenant issues.

Accountant/Financial Manager: Attitash Mountain Service Co. N. Conway, NH 2/96-5/97
Property maintenance, time-share, hotel, restaurant/bar, real estate and public storage company.

- Supervise Accounts payable, Receivable and Payroll.
- Prepare departmental (14) and consolidated financial statements.
- Work with managers to prepare and maintain budgets.
- Balance and maintain all general ledger accounts.
- Act as financial consultant for managers.
- Design and implement cost saving and streamlining procedures.
- Monitor and manage cash flow.
- Perform employee performance reviews

Controller: Christmas Farm Inn, Inc. Jackson NH 6/85-2/96
35-room Inn, 3 bars, 75-seat banquet facility, two 65-seat restaurants and a convenience store.

- Multi-division/department general ledger and financial statements.
- Budgeting, cash flow, sales and occupancy analysis.
- Providing financial information, analysis and support to managers.
- Night audit and analysis of general expense accounts.
- Accounts receivable and payable, payroll and fringe benefit administration.
- Purchase and supervise operation of all office equipment.
- Purchase and administer all business insurance policies.

Front Desk: Christmas Farm Inn, Inc. Jackson NH 10/84- 5/85

Assistant Manager: Salem Inn Salem NH 5/80 - 9/84
Supervised daily operation of independent commercial full service 120-room hotel.

- Hiring, scheduling and supervision of employees.
- Reducing food and beverage costs.
- Food, beverage and supply purchasing.
- Assisted with accounts payable, payroll, and banquet sales.
- Daily sales reports and bank deposits.

Becky Gargan

[redacted]

Summary

Dynamic and motivated professional with a proven record of generating and building relationships, managing staff from on-boarding to promotion, designing service strategies, and coaching individuals and team members to success. Dependable and organized team leader exhibiting exceptional communication skills, skilled at making critical decisions during challenges.

Experience

Nutrition/Senior Services Director

Gibson Center For Senior Svc

Apr 2019 - Present (3 years +)

•Monitor food preparation methods, portion sizes, and garnishing and presentation of food to ensure that food is prepared and presented in an appealing manner.
•Investigate and resolve complaints regarding food quality, service, or accommodations.
•Oversee all facets of client interaction from intake to goal completion
•Identify and engage with potential clients to develop plans to meet their future wants/needs.
•Manage and maintain stable of 35+ volunteers for meals on wheels and nutrition services program
•Work closely with outside agencies to ensure compliance with all state and federal guidelines.
•Ensure department is prepared for internal and external audits through analysis/preparation.
•Participate in menu planning, substitution list, therapeutic diets and industry trends.
•Manage and provide ongoing education for all Meals on Wheels clients in regards to appropriate nutrition for seniors.
•Identify and implement new software specifically created for Meals on Wheels programs- creating a seamless transfer of data from old to new systems.
•Daily review of documentation to insure accurate claim submission and optimal reimbursement

Campaign Volunteer

Cory Booker 2020

Jan 2019 - Feb 2020 (1 year 2 months)

-Identified supporters, recruited volunteers, helped with fundraising efforts.
-Prepared items for direct mail marketing programs Data organization and entry regarding information gamered from phone banking and canvassing.
-Made phone calls, walked door to door, walked in the parades, handed out papers.
-Participated in campaign coordination meetings, canvassed through the downtown and student living areas.
-Volunteered canvassing and phone banking.
-Volunteered in a phone bank calling to hundreds of constituents a day.
-Called voters to inform them about the issues for the presidential primary.

Team Leader

Northern Human Services
Nov 2014 - Apr 2019 (4 years 6 months)
- Currently involved in significant data collection and reporting, in both written and verbal formats.
- exceptional interpersonal skills, both oral and written communication, planning & problem solving.
- Proficiency with computer systems and software including Microsoft Excel, Outlook and Word.
- Supervision of approximately 15 employees in the Community Participation Services program at the present time.
- Substantial and active oversight of employees' schedules, billing and documentation, to ensure compliance with state and federal regulations
- Comfortable with hiring, training and terminating employees and maintain full understanding of the disciplinary process.
- Interaction with community partners, including law enforcement, courts, guardians, BEAS, DCYF, hospitals, TCCAP and any/all other entities who intersect with our clients.
- Ability to facilitate staff meetings, including developing agendas and managing the flow of the discussion.
- Close and collaborative working relationship with all other human services programs, including residential and vendor programs as well as mental health services.
- Represent the Community Participation Services program at internal agency meetings, as well as those externally with TCCAP and Office of Public Guardian

Residential Advisor
North Country Independent Living
Dec 2012 - Nov 2014 (2 years)
Assisted residents with personal care needs
Assisted residents with social care needs, ie budgeting, and social skills
Linked residents to local community supports
Ensured documentation of daily activities were completed in timely manner
Provided transportation, assistance and companionship to clients.
Established and maintained therapeutic relationships with residents
Taught basic household tasks such as laundry, dusting, washing dishes and vacuuming to foster independence in clients
Facilitated games and other activities to engage clients in appropriate peer to peer interactions

Camp Assistant
YMCA Camp Belknap
Jun 2012 - Aug 2012 (3 months)
Enforced camp rules and regulations to guide conduct, maintain discipline, and safeguard health of campers.
Maintained and restocked inventory of Camp store
Handled receiving and distribution of products
Helped campers with inquiries – provide advice, styling tips and product knowledge
Effectively processed stock inventories
Provided general office support and general office cleaning
Determined the needs of callers, provided basic information and took messages
Assisted in check-in and check-out of 300 plus campers bi-weekly
Other duties as assigned

One on One Special Education Aide
Gov. Wentworth School District (Crescent Lake Elementary)
Sep 2011 - Apr 2012 (8 months)
Assisted student with personal needs (e.g., eating, dressing, positioning, lifting/carrying,
Assisted student with personal care (e.g., bathing/cleansing, grooming, toileting)
Assisted student in using adaptive equipment or devices. (ATEK Personal Communication Device)
Facilitated appropriate peer interactions and social skills
Intervened in positive ways to support & encourage relationships between students with & without disabilities
Developed positive working relationships with school personnel and students' family
Provided material adaptation: modified written materials and equipment to meet student needs
Assured that IEP procedures and modifications are implemented
Guaranteed implementation of the Behavior Intervention Plan part of the IEP
Provided behavior supports and shaping as needed
Wrote social stories to describe and clarify social situations for student
Produced accurate and up-to-date records and reports as required.
Met weekly with students family at students home to implement behavior plan and home training skills

Rehabilitation Specialist
Lakeview Specialty Hospital and Rehabilitation
Jul 2010 - Mar 2012 (1 year 9 months)
Provided assistance and treatment to residents in the adult or youth program.
Helped insure active participation in programming
Provided education, assistance, supervision, safety, and behavior management for the client population
Established and maintained a ongoing therapeutic relationship with program participants and modeled appropriate interpersonal relationships
Planned outing and community integration groups as recommended by resident behavior plans
Documented behaviors and noted other issues as necessary
Assisted clients with personal care and needs on a daily basis (e.g. bathing, toileting, eating, dressing, and grooming)
Followed behavior plans/protocol and provided shaping cues as needed

Recovery Specialist
Telecare
Mar 2008 - May 2010 (2 years 3 months)
Established and maintained a therapeutic relationship with residents and acted as a role model in maintaining a hopeful and positive attitude with regards to coping with the issues surrounding a mental illness diagnosis
Documented resident activities of daily living, response to interventions and significant behavior changes as appropriate
Completed assessment activities such as; admission documentation, resident reviews, resident care plans
Demonstrated the ability to recognize changes in milieu and make modifications in care giving methods
Ran several teaching groups weekly on activities of daily living to include; cooking, budgeting, meal planning

Provided safe, effective and efficient implementation of direct care techniques in accordance with established policies, procedures and standards of care

Special Operations Support
TD Ameritrade
Jan 2007 - Sep 2007 (9 months)
- Validated over 1500 images for image Conversion from Legacy to new Imaging/Workflow system following a 40 point checklist with a high degree of accuracy.
- Created multiple reports detailing progress of image validation
- Monitored server activity on servers affecting over 1500 active users
- Contributed to drawdown of legacy image storage software and rollout of new Web-Based Imaging and Workflow system
- Communicated issues to Supervisor as necessary and assisted with analysis of said issues.

Support Staff/Billing associate
Lutheran Family Services
Oct 2006 - Jan 2007 (1 year 4 months)
- Greeted Agency clients and visitors with dignity and respect and provided designated information to clients and visitors.
- Received and handled all incoming phone calls and determined the needs of callers, provided basic information about the agency's services, and took messages and scheduled appointments as necessary
- Sought clarification and information as needed to respond to questions and requests regarding other Agency locations or programs.
- Provided general office maintenance support; i.e. created letters, memos, reports and other documents using established business formats.
- Provided support to supervisor, Regional Director, and program supervisors as requested.
- Kept all client names, information and other Agency business confidential.
- Guarded client confidentiality in waiting areas, during phone contact and in handling of records.
- Ensured that all office and record security procedures are followed

Internet Administrator
MWR Internet Services
Apr 2004 - Jul 2005 (1 year 4 months)
- Maintained inventory of equipment for ADSL Internet connections.
- Managed student summer hire staff and trained in computer applications and Internet administration, as well as provided direction and assistance to colleague working towards common goal
- Wrote and revised Standard Operating Procedures as new systems were introduced and developed customer-oriented installations manuals
- Fielded telephone calls to assist computer users encountering problems and investigated customer complaints about merchandise, service, billing.
- Ensured that standards for quality and quantity of work were met.
- Administered all accounts, which involves entering all information, billing and troubleshooting and maintained billing records and produced reports for accounting team.
- Recommended changes in programs, routines and quality control standards to improve operating efficiency and customer satisfaction.

Help Desk Technicians
General Dynamics
Sep 2002 - Oct 2003 (1 year 2 months)
- Installed, modified and made minor repairs to microcomputer hardware and software systems, monitors, keyboards, printers and disk drives.
- Loaded specified software packages, such as operating systems, word processing and spreadsheet programs into computer.
- Observed system functions to verify correct system operation.
- Answered client inquiries in person and via telephone concerning systems operation.
- Diagnosed system hardware, software and operator problems, and recommended and performed minor remedial actions in order to correct problems based on knowledge of system operation, i.e. replaced defective or inadequate software packages or referred major hardware problems to service personnel for correction

Missile Warning Computer Center Operator
United States Air Force
Sep 1997 - Sep 2001 (4 years 1 month)
- Supported users such as National Military Command Center and US Strategic Command and the Chairman, Joint Chiefs of Staff on the Integrated Tactical Warning and Attack Assessment (ITW/AA)Network.
- Configured long-haul communications circuits carrying Missile Warning data in support of North American Air Defense Command.
- Ensured 100 percent data circuit availability with minimal outages and errors by constantly monitoring and troubleshooting thirteen interconnected missile-warning systems.
- Performed over twenty successful operational control mission handovers to 21Space Wing– Directed crew members, technical controllers and supplied other agencies with the necessary information to pass the primary mission back and forth, resulting in no loss of critical missile warning data.
- Gained working experience with reconfiguring nodes and ITW/AA network, Virtual Memory System (VMS), Windows NT, Sun Solaris, FACIT

Education

Ohio Christian University
Bachelor's degree, Non-Profit/Public/Organizational Management
2015 - 2018

Visalia American High School
Diploma
1993 - 1997

Licenses & Certifications

A+ Certification

Skills

DAVID C. BLODGETT

OBJECTIVE | To continue serving the seniors of the Mt. Washington valley healthy, nutritious meals.

SKILLS & ABILITIES | I have been in the hospitality business for 50 years.
Working with people as a team is a strong point.
Able to work well under stressful situations
and keep things flowing smoothly.

EXPERIENCE | FOOD SERVICE DIRECTOR GIBSON CENTER, NORTH CONWAY
11 - 21 to Present

Produce meals, operate kitchen facility and manage kitchen staff necessary to fulfil requirements of nutrition program within local, state and federal guidelines and laws, nutritional and sanitary requirements within Gibson Center budgetary constraints.

Work within budgetary constraints as efficiently as possible. Strictly observe all food service sanitation and preparation codes. Hire, train, supervise, manage and evaluate kitchen staff and volunteers. Plan menu in cooperation with Nutrition Director; print in calendar form.
Order food, supplies and equipment necessary. Oversee food service of fundraising concessions and special events. Produce monthly meal counts to use in statistic of reporting. Develop and implement standardized recipes and portion controls. Supervise intake of donations and deliveries and utilize effectively, rotating inventory. Observe and accommodate clients' special dietary needs.

SOUS CHEF · Gibson Center, North Conway 2 - 99 to 11- 21

Assist Food Service Director in all aspects of food preparation, serving and clean-up of home deliveries and congregate meals. Kitchen leader in Food Service Director's absence.

LEAD LINE COOK Margaritagrille - Glen NH

4-99 to 9-16

HEAD CHEF Merlinos Steak House, North Conway

4-90 to 6-98

EDUCATION | KENNETT HIGH SCHOOL
ServSafe certification 5 times

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: **Gibson Center for Senior Services, Inc.**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
David Smolen	Executive Director	$20,692.00	$79,585.00
Kenneth Kaslow	Administration Director	$17,191.00	$85,953.00
Rebecca Gargan	Nutrition Director	$50,893.00	$50,893.00
David Blodgett	Food Service Director	$49,435.00	$49,435.00
		$0.00	$0.00
		$0.00	$0.00

ARC

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	$24,010,976.93	$14,196,495.71	$38,207,472.64	

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

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

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

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.88	$0.00	$162,410.88
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.88	$0.00	$162,410.88
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$598,298.64	$598,298.64
			Subtotal	*$945,366.48*	*$596,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph.Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*
			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

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

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Gibson Center for Senior Services,,Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $1,123,926.68

3. Modify Exhibit C – Amendment #1, Payment Terms Section 1., to read:

   1. This Agreement is funded by:

      1.1. 53.94% Federal funds:

         1.1.1. 26.97% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23 by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 6.75% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23 by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 6.71% Social Services Block Grant, as awarded on 6/29/21, 6/29/22, and 6/29/23 by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

         1.1.4. 6.62% American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6;

         1.1.5. 6.75% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, ALN 93.045, FAIN 2101NHCMC6; and

         1.1.6. 0.14% Centers for & Medicare Services – Medicaid, ALN 93.778, FAIN N/A.

      1.2. 46.06% General Funds.

4. Modify Exhibit C – Amendment #1, Payment Terms, Section 3., to read:

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

5. Modify Exhibit C-1 Amendment #1 - Rate Sheet, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/4/2024
Date

DocuSigned by:
Melissa Hardy
1323A2404ODF495...
Name: Melissa Hardy
Title: Director, DLTSS

Gibson Center for Senior Services, Inc.

6/4/2024
Date

DocuSigned by:
Barbara Campbell
BC8127AD6BB04DE...
Name: Barbara W. Campbell
Title: President, Board of Directors

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #2

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	19,800	$8.11	$ 160,578.00
Title III-C Congregate Meals	Per Meal	7,200	$8.11	$ 58,392.00
Title XX Home Delivered Meals	Per Meal	5,100	$8.11	$ 41,361.00
ARPA Home Delivered Meals	Per Meal	5,400	$8.11	$ 43,794.00
ARPA Congregate Meals	Per Meal	5,500	$8.11	$ 44,605.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	40	$8.11	$ 324.40
			Subtotal	*$ 349,054.40*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	19,800	$8.11	$ 160,578.00
Title IIIC1 Cong Meals	Per Meal	7,200	$8.11	$ 58,392.00
Title XX HD Meals	Per Meal	5,100	$8.11	$ 41,361.00
ARP Title IIIC2 HD Meals	Per Meal	5,400	$8.11	$ 43,794.00
ARP Title IIIC1 Cong Meals	Per Meal	5,500	$8.11	$ 44,605.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	324	$8.11	$ 1,289.49
HB2 - 7872	Per Meal	38,059	$0.57	$ 21,693.63
HB2 - 9255	Per Meal	5,100	$0.57	$ 2,907.00
			Subtotal	*$ 374,620.12*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each
Title IIIC2 HD Meals	Per Meal	21,190	$8.68	$ 183,929.20
Title IIIC1 Cong Meals	Per Meal	4,036	$8.68	$ 35,032.48
Title XX HD Meals	Per Meal	4,951	$8.68	$ 42,974.68
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	11,240	$8.68	$ 97,563.20
HB2 - 9255	Per Meal	4,695	$8.68	$ 40,752.60
			Subtotal	*$ 400,252.16*
			Total	$ 1,123,926.68

Contractor Initials: DS
Date: 6/4/2024

ARC

31A

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

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

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

April 6, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into amendments to existing contracts with the Contractors listed below in bold to add additional funding to support the increase of need and cost to provide nutrition services to qualifying New Hampshire citizens, by increasing the total price limitation by $425,629.02 from $23,562,550.70 to $23,988,179.72 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 81.80% Federal Funds. 18.20% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #45 with the option to renew for four (4) additional years.

Contractor Name	Vendor Code	Area Served	Current Budget	Increase (Decrease) Amount	Revised Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16	$84,530.53	$3,976,162.69
Gibson Center for Senior Services	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00	$1,613.89	$ 699,073.89
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74	$96,906.39	$2,347,707.13
Newport Senior Center	177250	Sullivan County	$1,475,695.60	$55,164.22	$1,530,859.82
Ossipee Concerned Citizens	170158	Carroll County	$954,498.34	$ 63,793.26	$1,018,291.60
Rockingham Nutrition MOW	155197	Rockingham County	$3,958,961.38	$123,620.73	$4,082,582.11

St Joseph Community Services	155093	Hillsborough County	$5,631,940.84	$ -	$5,631,940.84
Strafford Nutrition MOW	260818	Strafford County	$1,521,873.94	$ -	$1,521,873.94
Tri-County Community Action Program	177195	Coos County	$1,718,768.52	$ -	$1,718,768.52
VNA at HCS, Inc	177274	Cheshire County	$1,460,919.18	$ -	$1,460,919.18
			$23,562,550.70	$425,629.02	$23,988,179.72

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

See attached fiscal details.

EXPLANATION

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

Approximately 63,000 individuals will be served through these services. Approximately 55,293 additional meals will be served by this amendment during State Fiscal Years 2023 and 2024, which is in addition to the 1.6 million meals already being served through these services. The Contractors will provide meals using the following three methods for the following populations:

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

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

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

Area Served: Statewide.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Fiscal Details
RFA-2023-BEAS-04-BEASN
Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Fiscal Details
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Rockingham Nutrition MOW (Vendor #155187)

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

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177185)

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

VNA at HCS (Vendor #177274)

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

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

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

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget

Fiscal Details
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544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24	$	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24	$	$ 472,683.24
		Subtotal	*$ 945,366.48*	*$*	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

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

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

$ 5,706,147.34 $ $ 5,706,147.34

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

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

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

Fiscal Details

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		Subtotal	*$ 719,097.48*	*$*	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

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

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50	$	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00	$ 11,094.48	$ 161,129.48
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50	$	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00	$ 44,361.70	$ 194,396.70
		Subtotal	*$ 506,875.00*	*$ 55,456.18*	*$ 562,331.18*

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70	$	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23	$ 8,110.00	$ 82,665.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70	$	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23	$ 32,440.00	$ 106,995.23
		Subtotal	*$ 221,613.86*	*$ 40,550.00*	*$ 262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
		Subtotal	*$ 4,197,687.34*	*$ 96,006.18*	*$ 4,293,693.52*

$ 4,197,687.34 $ 96,006.18 $ 4,293,693.52

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

Fiscal Details
RFA 2023-BEAS-04-BEASN

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Rockingham Nutrition MOW (Vendor #155197)

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

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ -	$ -
102-500731	Contracts for Program Svs	2024	$ -	$ -	$ -
		Subtotal	*$ -*	*$ -*	*$ -*

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

Fiscal Details
RFA-2D23-BEAS-D4-BEASN

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 65,926.19	$ 65,926.19
102-500731	Contracts for Program Svs	2024	$	$ 263,696.65	$ 263,696.65
		Subtotal	$	$ 329,622.84	$ 329,622.84
				$ 329,622.84	$ 329,622.84

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,945,816.08	$ 16,909.35	$ 1,962,725.43
		2024	$ 1,945,816.08	$ 67,621.18	$ 2,013,437.26
		Subtotal	*$ 3,891,632.16*	*$ 84,530.53*	*$ 3,976,162.69*

Gibson Center for Senior Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 348,730.00	$ 324.40	$ 349,054.40
		2024	$ 348,730.00	$ 1,289.49	$ 350,019.49
		Subtotal	*$ 697,460.00*	*$ 1,613.89*	*$ 699,073.89*

Grafton County Senior Citizens Council, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,125,400.37	$ 19,382.90	$ 1,144,783.27
		2024	$ 1,125,400.37	$ 77,523.49	$ 1,202,923.86
		Subtotal	*$ 2,250,800.74*	*$ 96,906.39*	*$ 2,347,707.13*

Newport Senior Center

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 737,847.80	$ 11,029.60	$ 748,877.40
		2024	$ 737,847.80	$ 44,134.62	$ 781,982.42
		Subtotal	*$ 1,475,695.60*	*$ 55,164.22*	*$ 1,530,859.82*

Ossipee Concerned Citizens

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 477,249.17	$ 12,757.03	$ 490,006.20
		2024	$ 477,249.17	$ 51,036.23	$ 528,285.40
		Subtotal	*$ 954,498.34*	*$ 63,793.26*	*$ 1,018,291.60*

Rockingham Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,979,480.69	$ 24,727.39	$ 2,004,208.08
		2024	$ 1,979,480.69	$ 98,893.34	$ 2,078,374.03
		Subtotal	*$ 3,958,961.38*	*$ 123,620.73*	*$ 4,082,582.11*

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St Joseph Community Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 2,815,970.42	$	$ 2,815,970.42
		2024	$ 2,815,970.42	$	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*	*$*	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 760,936.97	$	$ 760,936.97
		2024	$ 760,936.97	$	$ 760,936.97
		Subtotal	*$ 1,521,873.94*	*$*	*$ 1,521,873.94*

Tri-County Community Action Program

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

VNA at HCS

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 730,459.59	$	$ 730,459.59
		2024	$ 730,459.59	$	$ 730,459.59
		Subtotal	*$ 1,460,919.18*	*$ -*	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
		2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
		Subtotal	*$ 23,562,550.70*	*$ 425,629.02*	*$ 23,988,179.72*

23,562,550.70 $ 425,629.02 $ 23,988,179.72

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
2606-102-500731	Contracts for Program Svs.	2023	$	$ 65,926.19	$ 65,926.19
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$	$ 2,068,479.83

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9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
2606-102-500731	Contracts for Program Svs	2024	$	$ 263,696.65	$ 263,696.65
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36	$	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66	$	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34	$	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82	$	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52	$ 96,006.18	$ 1,659,873.70
2606-102-500731	Contracts for Program Svs	all	$	$ 329,622.84	$ 329,622.84
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Grand Total SFY23	2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
Grand Total SFY24	2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
Total Contract		$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

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

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Gibson Center for Senior Services, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $699,073.89

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C - Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1 – Amendment #1, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

3/23/2023
Date

Name: Theresa Hardy
Title: Director, DLTSS

Gibson Center for Senior Services, Inc.

3/22/2023
Date

Name: Barbara W. Campbell
Title: President, Board of Directors

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

OFFICE OF THE ATTORNEY GENERAL

3/24/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Payment Terms

1. This Agreement is funded by:
   - 1.1. 64.74% Federal funds,
     - 1.1.1. 27.56% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
     - 1.1.2. 8.35% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
     - 1.1.3. 7.10% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
     - 1.1.4. 10.65% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
     - 1.1.5. 10.85% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
     - 1.1.6. 0.23% Center for Medicaid/Medicare Services- HCBS Enhanced FMAP-ARP Funds.
   - 1.2. 35.26% General funds.
2. For the purposes of this Agreement the Department has identified:
   - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following

the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

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

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

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

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

Exhibit C-1 Amendment 1 - Rate Sheet - Gibson Center

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	19,800.00	$8.11	$ 160,578.00
Title III-C Congregate Meals	Per Meal	7,200.00	$8.11	$ 58,392.00
Title XX Home Delivered Meals	Per Meal	5,100.00	$8.11	$ 41,361.00
ARPA Home Delivered Meals	Per Meal	5,400.00	$8.11	$ 43,794.00
ARPA Congregate Meals	Per Meal	5,500.00	$8.11	$ 44,605.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	40.00	$8.11	$ 324.40
Totals	[redacted]		*Subtotal*	*$ 349,054.40*

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	19,800	$8.11	$ 160,578.00
Title IIIC1 Cong Meals	Per Meal	7,200	$8.11	$ 58,392.00
Title XX HD Meals	Per Meal	5,100	$8.11	$ 41,361.00
ARP Title IIIC2 HD Meals	Per Meal	5,400	$8.11	$ 43,794.00
ARP Title IIIC1 Cong Meals	Per Meal	5,500	$8.11	$ 44,605.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	159	$8.11	$ 1,289.49
			Subtotal	*$ 350,019.49*

Contractor Initials: BS
Date: 3/22/2023

45 GAC

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

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

June 3, 2022.

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,961.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.84
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	**$23,562,550.70**

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

See attached fiscal details.

EXPLANATION

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

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

The Contractors will provide meals using the following three methods:

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

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

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

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

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

Area Served: Statewide.

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

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

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

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

Fiscal Details

RFA,2023-BEAS-04-BEASN

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

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

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

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

Fiscal Details

RFA,2023-BEAS-04-BEASN

Gibson Center for Senior Services (Vendor #155344)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Newport Senior Center (Vendor #177250)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Ossipee Concerned Citizens (Vendor #170158)

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

Fiscal Details
RFA-2023-BEAs-04-BEAsN

Rockingham Nutrition MOW (Vendor #155197)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

St Joseph Community Services (Vendor #165093)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Strafford Nutrition MOW (Vendor # 260818)

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

Fiscal Details

RFA-2023-BEAs-04-BEASN

Tri-County Community Action Program (Vendor #177196)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

VNA at HCS (Vendor #177274)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

05-96-48-481010-7872 Summary for All Vendors

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

$ 13,658,716.02

Fiscal Details

RFA-2023-BEAs-04-BEAsN

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

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

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

Fiscal Details

RFA-2023-BEAS-04-BEASN

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170168)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Rockingham Nutrition MOW (Vendor #166197)

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

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Tri-County Community Action Program (Vendor #177196)

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

VNA at HCS (Vendor #177274)

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

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

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

$ 5,706,147.34

Fiscal Details

RFA-2023-BEAs-04-BEAsN

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

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

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

Newport Senior Center (Vendor #177250)

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

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Ossipee Concerned Citizens (Vendor #170158)

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

Rockingham Nutrition MOW (Vendor #155197)

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

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Fiscal Details

RFA-2023-BEAs-04-BEASN

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

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

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

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	*$ 3,891,632.16*

Fiscal Details

RFA-2023-BEAs-04-BEASN

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ - 348,730.00
		2024	$ 348,730.00
		Subtotal	***$ 697,460.00***

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	***$ 2,250,800.74***

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	***$ 1,475,695.60***

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	*$ 954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	*$ 3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	*$ 1,521,873.94*

Fiscal Details

RFA-2023-BEAs-04-BEAsN

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details

RFA-2023-BEAs-04-BEAsN

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

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

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,275.35
Total Contract		$ 23,562,550.70

Subject: RFA-2023-BEAS-04-BEASN-02 (BEAS Nutrition Services)

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

1. 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 Gibson Center For Senior Services, Inc.		1.4 Contractor Address PO Box 655 14 Grove Street North Conway, New Hampshire 03860	
1.5 Contractor Phone Number (603) 356-3231	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $697,460
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Barbara Campbell Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Barbara W. Campbell President, Board of Directors	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Deputy Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/7/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 6/6/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS

Date 6/6/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 6/6/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS

Date 6/6/2022

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

EXHIBIT A

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

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

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant on each

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

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

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

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

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their familes;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Service

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

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

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

1.12. Referring Clients to Other Services

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

1.13. Client Wait Lists

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

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

1.14. Criminal Background Check and BEAS State Registry Checks

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

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

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

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

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

1.19. Performance Measures

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

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

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

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

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

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

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

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

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

4. Records

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

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

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

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

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Carroll County (Partial)	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison
Title III-C Congregate Meals	Carroll County (Partial)	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison
Title XX Home Delivered Meals	Carroll County (Partial)	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison
ARPA Home Delivered Meals	Carroll County (Partial)	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison
ARPA Congregate Meals	Carroll County (Partial)	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 64.66% Federal funds,
      1.1.1. 27.63% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 8.37% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 7.12% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 10.67% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 10.87% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
   1.2. 35.34% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. . The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

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

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

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

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service - anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	19,800	$8.11	$ 160,578.00
Title III-C Congregate Meals	Per Meal	7,200	$8.11	$ 58,392.00
Title XX Home Delivered Meals	Per Meal	5,100	$8.11	$ 41,361.00
ARPA Home Delivered Meals	Per Meal	5,400	$8.11	$ 43,794.00
ARPA Congregate Meals	Per Meal	5,500	$8.11	$ 44,605.00
Totals	[redacted]	43,000	[redacted]	$ 348,730.00

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	19,800	$8.11	$ 160,578.00
Title III-C Congregate Meals	Per Meal	7,200	$8.11	$ 58,392.00
Title XX Home Delievered Meals	Per Meal	5,100	$8.11	$ 41,361.00
ARPA Home Delievered Meals	Per Meal	5,400	$8.11	$ 43,794.00
ARPA Congregate Meals	Per Meal	5,500	$8.11	$ 44,605.00
Totals	[redacted]	43,000	[redacted]	$ 348,730.00
			Total Award	$ 697,460.00

Contractor Initials: DS
Date: 6/6/2022

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials DS

6/6/2022
Date

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Gibson Center for Senior Services, Inc.

6/6/2022
Date

DocuSigned by:
Barbara Campbell
Name: Barbara W. Campbell
Title: President, Board of Directors

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Gibson Center for Senior Services, Inc.

6/6/2022
Date

DocuSigned by:
Barbara W. Campbell
Name: Barbara W. Campbell
Title: President, Board of Directors

DS
Vendor Initials
6/6/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Gibson Center for Senior Services, Inc.

6/6/2022
Date

DocuSigned by:
[redacted]
Name: Barbara W. Campbell
Title: President, Board of Directors

Contractor Initials: BWC
6/6/2022
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Gibson Center for Senior Services, Inc.

6/6/2022
Date

DocuSigned by:
Barbara W. Campbell
Name: Barbara W. Campbell
Title: President, Board of Directors

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Gibson Center for Senior Services, Inc.

6/6/2022
Date

DocuSigned by:
Barbara W. Campbell
Name: Barbara W. Campbell
Title: President, Board of Directors

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

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

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

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Gibson Center for Senior Services, Inc.
The State	Name of the Contractor
Christine Santaniello	Barbara W. Campbell
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Barbara W. Campbell
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President, Board of Directors
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/6/2022
Date	Date

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

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

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

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

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

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

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

Contractor Name: Gibson Center for Senior Services, Inc.

6/6/2022
Date

DocuSigned by:
Barbara W. Campbell
Name: Barbara W. Campbell
Title: President, Board of Directors

FORM A

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

1. The DUNS number for your entity is: 166436261

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials: DS

Date: 6/6/2022

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Grafton County Senior Citizens Council, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $6,446,240.83

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1 Rate Sheet, Amendment #3.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1 Rate Sheet, Amendment #3.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1 Rate Sheet, Amendment #2, by replacing it in its entirety with Exhibit C-1 Rate Sheet, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

3/4/2025
Date

DocuSigned by:
Melissa Hardy
1323a24040DE495...
Name: Melissa Hardy
Title: Director, DLTSS

Grafton County Senior Citizens Council, Inc.

3/4/2025
Date

Signed by:
Kathleen Vasconcelos
853598951264FF...
Name: Kathleen Vasconcelos
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

3/5/2025
Date

DocuSigned by:
Robyn Guarino
74873484494148D
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	48,639.00	$8.11	$ 394,462.29
Title IIIC1 Cong Meals	Per Meal	20,026.00	$8.11	$ 162,410.86
Title XX HD Meals	Per Meal	38,852.00	$8.11	$ 315,089.72
ARP Title IIIC2 HD Meals	Per Meal	12,750.00	$8.11	$ 103,402.50
ARP Title IIIC1 Cong Meals	Per Meal	18,500.00	$8.11	$ 150,035.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	1,368.00	$8.11	$ 11,094.48
ARP HCBS	Per Meal	1,022.00	$8.11	$ 8,288.42
			Subtotal	*$ 1,144,783.27*
7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	48,639	$8.11	$ 394,462.29
Title IIIC1 Cong Meals	Per Meal	20,026	$8.11	$ 162,410.86
Title XX HD Meals	Per Meal	38,852	$8.11	$ 315,089.72
ARP Title IIIC2 HD Meals	Per Meal	12,750	$8.11	$ 103,402.50
ARP Title IIIC1 Cong Meals	Per Meal	18,500	$8.11	$ 150,035.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	5,470	$8.11	$ 44,361.70
ARP HCBS	Per Meal	4,089	$8.11	$ 33,161.79
HB2 - 7872	Per Meal	109,474	$0.57	$ 62,400.18
HB2 - 9255	Per Meal	38,852	$0.57	$ 22,145.64
			Subtotal	*$ 1,287,469.68*
7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	52,928	$8.68	$ 459,415.04
Title IIIC1 Cong Meals	Per Meal	11,226	$8.68	$ 97,441.68
Title XX HD Meals	Per Meal	36,300	$8.68	$ 315,084.00
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	37,872	$8.68	$ 328,728.96
HB2 - 9255	Per Meal	15,821	$8.68	$ 137,326.28
			Subtotal	*$ 1,337,995.96*
7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	91,124	$8.68	$ 790,956.32
Title IIIC1 Cong Meals	Per Meal	10,902	$8.68	$ 94,629.36
Title XX HD Meals	Per Meal	52,121	$8.68	$ 452,410.28
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 1,337,995.96*
7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	91,124	$8.68	$ 790,956.32
Title IIIC1 Cong Meals	Per Meal	10,902	$8.68	$ 94,629.36
Title XX HD Meals	Per Meal	52,121	$8.68	$ 452,410.28
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 1,337,995.96*
			Total	$ 6,448,240.83

Contractor Initials KMV

Date 3/4/2025

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 13, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65677**

Certificate Number: **0006656542**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Officer of Grafton County Senior Citizens Council, Inc.
(Corporation/LLC Name)

2. The following is a true copy of the vote taken at a meeting of the Board of Directors/shareholders duly called and held on July 24, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That the Kathleen Vasconcelos, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Grafton County Senior Citizens Council, Inc. to enter into contracts or
(Name of Corporation/LLC)

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

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

Date: 2-25-25

By William Geraght
Signature of Elected Officer
Name: WILLIAM GERAGHTY
Title: BOARD PRESIDENT

GRAFCOU-01 RUDAM1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2025

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	CONTACT NAME: Stephanie Cass
Digital Insurance LLC- Rutland, VT 98 Merchants Row Rutland, VT 05701	PHONE (A/C, No, Ext): (802) 775-2311 53474 FAX (A/C, No): E-MAIL ADDRESS: Stephanie.cass@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemn Insurance	18058
INSURER B : Wesco Insurance Company	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Grafton County Senior Citizens Council Inc
PO Box 433
Lebanon, NH 03766

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2617902	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2617909	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			PHUB886986	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3745224	11/13/2024	11/13/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property			PHPK2617902	10/1/2024	10/1/2025	Ded	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Statutory Coverage applies in NH. Robert Muh, William Geraghty, and Dean Cashman are Excluded Officers.

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Health & Human 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

Grafton County Senior Citizens Council, Inc.

Mission Statement

GCSCC's purpose is to develop, strengthen, and provide programs and services that support the health, dignity, and independence of older adults and adults with disabilities living in our communities.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

FINANCIAL STATEMENTS

September 30, 2023 and 2022

SINGLE AUDIT REPORTS

September 30, 2023

TABLE OF CONTENTS

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Opinion

We have audited the accompanying financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Grafton County Senior Citizens Council, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Grafton County Senior Citizens Council, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Grafton County Senior Citizens Council, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 14, 2024, on our consideration of Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited the Grafton County Senior Citizens Council, Inc's 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 15, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
June 14, 2024

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
September 30, 2023 With Comparative Totals for September 30, 2022
See Independent Auditor's Report

ASSETS	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2023	Total 2022
CURRENT ASSETS				
Cash and cash equivalents	$ 991,056	$ 15,103	$1,006,159	$ 805,041
Investments	291,543	-	291,543	263,164
Accounts receivable	290,367	-	290,367	29,201
Grants receivable	32,515	150,805	183,320	298,197
Inventories	21,999	-	21,999	25,415
Prepaid expenses	27,763	-	27,763	12,528
	1,655,243	165,908	1,821,151	1,433,546
LAND, BUILDING AND EQUIPMENT, at cost				
Land	39,012	-	39,012	39,012
Buildings and improvements	3,324,197	-	3,324,197	3,318,627
Equipment	257,653	-	257,653	253,060
Vehicles	813,210	-	813,210	967,846
	4,434,072	-	4,434,072	4,578,545
Accumulated depreciation	(2,450,302)	-	(2,450,302)	(2,417,107)
	1,983,770	-	1,983,770	2,161,438
LONG-TERM ASSETS				
Operating lease, right-of-use asset	41,418	-	41,418	-
Investments, Endowment	500,244	196,423	696,667	632,629
	541,662	196,423	738,085	632,629
Total Assets	$4,180,675	$ 362,331	$4,543,006	$4,227,613
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 82,022	$ -	$ 82,022	$ 65,561
Accrued expenses	170,788	-	170,788	164,871
Operating lease liability, current portion	17,234	-	17,234	-
	270,044	-	270,044	230,432
LONG-TERM LIABILITIES				
Security deposits	325	-	325	325
Operating lease liability, less current portion	24,184	-	24,184	-
	24,509	-	24,509	325
NET ASSETS				
Without donor restriction:				
Operating	1,110,565	-	1,110,565	788,781
Board designated	791,787	-	791,787	710,903
Investment in fixed assets	1,983,770	-	1,983,770	2,161,438
	3,886,122	-	3,886,122	3,661,122
With donor restriction	-	362,331	362,331	335,734
	3,886,122	362,331	4,248,453	3,996,856
Total Liabilities and Net Assets	$4,180,675	$ 362,331	$4,543,006	$4,227,613

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
September 30, 2023 With Comparative Totals for September 30, 2022
See Independent Auditor's Report

ASSETS	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2023	Total 2022
CURRENT ASSETS				
Cash and cash equivalents	$ 991,056	$ 15,103	$1,006,159	$ 805,041
Investments	291,543	-	291,543	263,164
Accounts receivable	290,367	-	290,367	29,201
Grants receivable	32,515	150,805	183,320	298,197
Inventories	21,999	-	21,999	25,415
Prepaid expenses	27,763	-	27,763	12,528
	1,655,243	165,908	1,821,151	1,433,546
LAND, BUILDING AND EQUIPMENT, at cost				
Land	39,012	-	39,012	39,012
Buildings and improvements	3,324,197	-	3,324,197	3,318,627
Equipment	257,653	-	257,653	253,060
Vehicles	813,210	-	813,210	967,846
	4,434,072	-	4,434,072	4,578,545
Accumulated depreciation	(2,450,302)	-	(2,450,302)	(2,417,107)
	1,983,770	-	1,983,770	2,161,438
LONG-TERM ASSETS				
Operating lease, right-of-use asset	41,418	-	41,418	-
Investments, Endowment	500,244	196,423	696,667	632,629
	541,662	196,423	738,085	632,629
Total Assets	$4,180,675	$ 362,331	$4,543,006	$4,227,613
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 82,022	$ -	$ 82,022	$ 65,561
Accrued expenses	170,788	-	170,788	164,871
Operating lease liability, current portion	17,234	-	17,234	-
	270,044	-	270,044	230,432
LONG-TERM LIABILITIES				
Security deposits	325	-	325	325
Operating lease liability, less current portion	24,184	-	24,184	-
	24,509	-	24,509	325
NET ASSETS				
Without donor restriction:				
Operating	1,110,565	-	1,110,565	788,781
Board designated	791,787	-	791,787	710,903
Investment in fixed assets	1,983,770	-	1,983,770	2,161,438
	3,886,122	-	3,886,122	3,661,122
With donor restriction	-	362,331	362,331	335,734
	3,886,122	362,331	4,248,453	3,996,856
Total Liabilities and Net Assets	$4,180,675	$ 362,331	$4,543,006	$4,227,613

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2023
With Comparative Totals For Year Ended September 30, 2022
See Independent Auditor's Report

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2023	Total 2022
REVENUE AND OTHER SUPPORT				
Contributions:				
Local government agencies	$ 406,520	$ -	$ 406,520	$ 432,120
Senior center activities and fundraising	32,585	-	32,585	17,368
Program participant	197,762	-	197,762	155,784
General contributions and other	399,503	231,746	631,249	891,980
Contributions, non-cash	117,044	-	117,044	201,576
Contributions, in-kind	30,879	-	30,879	13,000
United Way agencies	49,234	-	49,234	23,398
Other Support:				
Miscellaneous income	550	-	550	9,461
Rental income	17,957	-	17,957	4,977
Governmental programs and fees for contract services	2,203,245	-	2,203,245	2,398,989
	3,455,279	231,746	3,687,025	4,148,653
Net Assets Released From Donor Imposed Restrictions	226,889	(226,889)	-	-
EXPENSES				
Program Services				
Senior transportation	467,587	-	467,587	356,994
Nutrition programs	1,777,084	-	1,777,084	1,867,532
Social services programs	82,244	-	82,244	73,287
Service Link	332,233	-	332,233	357,671
RSVP programs	115,568	-	115,568	112,356
Senior center activities	95,314	-	95,314	35,240
	2,870,030	-	2,870,030	2,803,080
Supporting Services				
Management and general	947,527	-	947,527	842,872
Fundraising	96,966	-	96,966	93,652
	1,044,493	-	1,044,493	936,524
	3,914,523	-	3,914,523	3,739,604
Net Operating Increase (Decrease) in Net Assets	(232,355)	4,857	(227,498)	409,049
NON-OPERATING GAINS AND LOSSES				
Interest income	1,302	-	1,302	214
Interest and dividends on investment and Endowment	20,604	5,327	25,931	21,105
Realized and unrealized gain (loss) on investments and Endowment, net of fees	58,973	16,413	75,386	(185,078)
Employee retention credit	377,342	-	377,342	-
Loss on disposal of fixed assets	(866)	-	(866)	-
	457,355	21,740	479,095	(163,759)
NET INCREASE IN NET ASSETS	225,000	26,597	251,597	245,290
NET ASSETS, BEGINNING OF YEAR	3,661,122	335,734	3,996,856	3,751,566
NET ASSETS, END OF YEAR	$ 3,886,122	$ 362,331	$ 4,248,453	$ 3,996,856

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ending September 30, 2023
(With Comparative Totals for the Year Ended September 30, 2022)
See Independent Auditor's Report

	PROGRAM SERVICES							SUPPORT		MEMORANDUM TOTALS	
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Total Program	Management and General	Fund Raising	2023	2022
Salaries and wages	$ 162,283	$ 807,724	$ 57,649	$ 240,084	$ 86,465	$ 65	$ 1,354,270	$ 503,781	$ 55,976	$ 1,914,027	$ 1,842,397
Payroll taxes	12,298	60,986	4,331	17,843	6,551	-	102,009	38,198	4,244	144,451	139,562
Employee benefits	1,203	74,124	8,909	15,531	7,887	-	107,654	49,369	5,485	162,508	154,047
Travel	1,557	66,318	587	9,246	3,625	-	81,333	27,500	3,056	111,889	72,008
Supplies	1,342	120,397	84	9,069	2,053	3,278	136,223	18,586	8	154,817	173,928
Food and beverages	-	315,581	-	-	-	15	315,596	-	-	315,596	296,540
Donated food and beverages	-	101,896	-	-	-	16,032	117,928	-	-	117,928	118,408
Rent and utilities	6,479	95,922	5,782	19,689	1,169	27,390	156,431	53,455	5,940	215,826	181,872
Repairs & maintenance	5,513	80,188	3,248	2,406	1,238	21,546	114,139	37,152	19	151,310	142,723
Vehicle expense	71,772	26	-	-	-	25	71,823	356	-	72,179	52,041
Postage and delivery	43	1,093	3	915	98	976	3,128	3,958	405	7,491	13,818
Telephone and internet	1,093	9,782	168	2,467	1,988	404	15,902	26,305	-	42,207	34,160
Professional Fees	15	856	1	-	-	483	1,355	87,224	1,330	89,909	74,269
Bank and other fees	206	932	7	-	551	8	1,704	1,320	100	3,124	2,799
Dues and subscriptions	375	2,063	-	-	-	-	2,438	850	2,617	5,905	3,186
Insurance	27,527	10,146	454	3,874	1,347	-	43,348	47,466	5,274	96,088	80,574
Marketing/public relations	46	178	5	561	-	6	796	2,903	4,202	7,901	38,279
Staff development	6,649	23,536	263	4,599	1,667	1,294	38,008	6,468	-	44,476	34,749
Volunteer recognition	24	209	-	-	919	155	1,307	472	-	1,779	1,129
Miscellaneous expenses	-	-	-	1,737	10	14	1,761	1,157	-	2,918	25,942
Depreciation	169,157	4,835	750	-	-	-	174,742	17,188	-	191,930	190,742
Fundraising	-	-	-	-	-	405	405	86	8,137	8,628	4,794
Technology	5	48	3	4,212	-	4	4,272	23,146	173	27,591	33,725
Other program expenses	-	-	-	-	-	-	-	-	-	-	2,257
Senior activity expense	-	244	-	-	-	23,214	23,458	587	-	24,045	25,655
Total Expenses	$ 467,587	$ 1,777,084	$ 82,244	$ 332,233	$ 115,568	$ 95,314	$ 2,870,030	$ 947,527	$ 96,966	$ 3,914,523	$ 3,739,604

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2023 and 2022
See Independent Auditor's Report

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase in net assets	$ 251,597	$ 245,290
Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities:		
Depreciation	191,930	190,742
Contributions of fixed assets	-	(64,556)
Loss on disposal of fixed assets	866	-
Forgiveness of SBA Payroll Protection Program		-
(Gain) loss on realized & unrealized investments & Endowment	(81,393)	176,316
(Increase) decrease in operating assets		
Accounts receivable	(261,167)	(10,788)
Grants receivable	114,877	(23,998)
Inventories	3,416	(5,652)
Prepaid expenses	(15,235)	7,180
Increase (decrease) in operating liabilities		
Accounts payable	16,461	23,943
Accrued expenses	5,917	10,253
Net cash provided by operating activities	227,269	548,730
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from sales on investments and Endowment	203,883	263,078
Purchases of investments and Endowment	(214,907)	(523,885)
Proceeds from sales of fixed assets	100	-
Cash paid for purchases of fixed assets	(15,227)	(70,492)
Net cash (used) by investing activities	(26,151)	(331,299)
Net increase in cash and cash equivalents	201,118	217,431
Cash and cash equivalents, beginning of year	805,041	587,610
Cash and cash equivalents, end of year	$ 1,006,159	$ 805,041

SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION

Non cash contributions	$ 117,044	$ 201,576
In kind contributions	$ 30,879	$ 13,000
Cost of fixed assets acquired	15,227	135,048
Donation of fixed assets	-	(64,556)
Net cash paid for fixed assets	$ 15,227	$ 70,492

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2023 and 2022

1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

C. FINANCIAL STATEMENT PRESENTATION

The Council maintains its accounting records on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

D. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures. Accordingly, actual results could differ from those estimates.

E. CASH, CASH EQUIVALENTS AND INVESTMENTS

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2023 and 2022.

1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. PROMISE TO GIVE

Contributions are recognized when the donor makes a promise to give to the Coalition that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2023 and 2022, respectively.

G. IN-KIND AND NON-CASH CONTRIBUTIONS

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2023 and 2022 amounted to 32,687 and 19,114 hours, respectively. If valued at the New Hampshire minimum wage of $7.25 per hour the contributed services would total $236,981 and $138,577, respectively.

The Council received an in-kind contribution of rent of $13,000 which is recorded in the financial statements as of September 30, 2023 and 2022, respectively. This is further described in Footnote 10 – Lease Obligations. During the year ended September 30, 2023 the Council also received $17,879 in in-kind donations of professional fees and volunteer travel.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2023 contributed food, supplies, and fixed assets were $113,272, $3,772 and $0, respectively. For the year ended September 30, 2022 contributed food, supplies, and fixed assets were $118,408, $18,612 and $64,556, respectively.

H. INCOME TAXES

The Council has been notified by the Internal Revenue Service that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Council is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Council are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition and recognition of tax positions taken or expected to be taken in a tax return.. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

I. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. INVESTMENTS

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of $1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

	Years
Buildings and improvements	7-50
Equipment	5-20
Vehicles	5-7

Depreciation expense recorded by the Council for the years ended September 30, 2023 and 2022 was $191,930 and $190,742, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2023 and 2022, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items. Donated items are recorded at estimated fair value at the date of the donation.

O. FINANCIAL INSTRUMENTS

The carrying value of cash and cash equivalents, accounts and grants receivable, prepaid expenses, inventories, accounts payable, accrued expenses and line of credit are stated at carrying cost at September 30, 2023 and 2022, which approximates fair value due to the relatively short maturity of these instruments. Other financial instruments held at year-end are investments, which are stated at fair value.

1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. NEW ACCOUNTING PRONOUNCEMENT

In February, 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee will be required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the statement of financial position—the new ASU will require both types of leases to be recognized on the statement of financial position. This standard was implemented during the year ended September 30, 2023 and is reflected on the statement of financial position.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through June 14, 2024, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

3. FUNCTIONAL EXPENSES

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

4. COST ALLOCATION

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

5. CONCENTRATION OF CREDIT RISK

At September 30, 2023 and 2022, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1	Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) Or collateralized by securities held by the Council (or its agent) in the Council's name.
Category 2	Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.
Category 3	Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At various times throughout the year, the Council may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Council. At September 30, 2023 and 2022, the Organization had $125,253 and $412,313 in uninsured cash balances, respectively.

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

All investments without donor restriction are Board designated. Investments were comprised of the following as of September 30, 2023:

	Fair Market Value	Cost
Investments:		
Money Markets	$ 16,832	$ 16,832
Bond Mutual Funds	86,770	96,945
Equity Mutual Funds	16,899	16,865
Marketable Alternatives	10,627	11,907
ETFs	160,415	124,841
	$ 291,543	$ 267,390

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets of liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety. All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets. None of the investments are Level 2 or Level 3 investments.

The Investment, Endowment was comprised of the following as of September 30, 2023:

	Fair Market Value	Cost
Investments, Endowment:		
Money Markets	$ 34,038	$ 34,038
US Treasury Bonds	4,942	4,942
Bond Mutual Funds	203,652	227,975
Equity Mutual Funds	40,829	40,973
Marketable Alternatives	26,471	29,499
ETFs	386,735	291,821
	$696,667	$629,248

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Endowment Funds and Net Assets

In August 2008, the Financial Accounting Standards Board issued FASB Accounting Standards Codification Topic 958-205 *"Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds" (FASB ASC Topic 958-205).*

Topic 958-205 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Topic 958-205 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted Topic 958-205. The Organization's endowment consists of donated common stocks and purchased mutual funds established for a variety of purposes that support the Organization's mission. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulation to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assess (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

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

1) The duration and preservation of the various funds
2) The purposes of the donor-restricted endowment funds
3) General economic conditions
4) The possible effect of inflation and deflation
5) The expected total return from income and the appreciation of investments
6) Other resources of the Organization
7) The investment policies of the Organization

Investment Return Objectives, Risk Parameters and Strategies

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 53% equities, 46% fixed income and 1% cash and cash equivalents.

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Spending Policy

The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of net assets with donor restrictions in perpetuity. These donor restricted funds allow for the earnings to be released for spending each year.

The composition of endowment net assets and the changes in endowment net assets as of September 30, 2023 and 2022 are as follows:

	Board Designated	Restricted in Perpetuity	Total
Endowment net assets, September 30, 2021	$ 268,917	$231,467	$500,384
Net, contributions/withdrawals	272,211	-	272,211
Investment income	9,841	5,049	14,890
Net depreciation	(90,138)	(40,580)	(130,718)
Withdrawals in accordance with spending policy	(13,092)	(11,046)	(24,138)
Endowment net assets, September 30, 2022	$ 447,739	$ 184,890	$ 632,629
Net, contributions/withdrawals	14,954	-	14,954
Investment income	13,064	5,327	18,391
Net appreciation	36,930	16,413	53,343
Withdrawals in accordance with spending policy	(12,443)	(10,207)	(22,650)
Endowment net assets, September 30, 2023	$ 500,244	$ 196,423	$ 696,667

7. COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of service, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of September 30, 2023 and 2022 in the amounts of $101,183 and $102,592, respectively.

8. LINE OF CREDIT

The Council has a $200,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires September 26, 2024. The interest rate at September 30, 2023 and 2022 was 6.5% and 4.50%, respectively. Interest payments are required monthly. There was no outstanding balance as of September 30, 2023 and 2022, respectively.

9. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

10. LEASE OBLIGATION

Short-term

The Organization has elected the short-term lease recognition exemption for all applicable classes of underlying assets. Leases with an initial term of 12 months or less, that do not include an option to purchase the underlying asset that we are reasonably certain to exercise, are not recorded on the statement of financial position. The leases below were considered short-term.

The Council has a lease agreement for additional space in Littleton. This lease expires September 30, 2024. Rent expense related to this lease was $6,063 and $5,830, respectively for the years ended September 30, 2023 and 2022.

In October 2022 the Council renewed a one-year lease of property in Bristol, New Hampshire. The agreement expired in September 2023 and was renewed for one-year expiring September 2024. During the years ended September 30, 2023 and 2022, respectively, the Council expensed rent in the amount of $10,800 and $8,700, respectively related to this lease.

The Council leases property in Orford, New Hampshire. As of the date of this report the Council is operating under a verbal agreement. During the years ended September 30, 2023 and 2022, respectively, the Council expensed rent in the amount of $5,200 and $3,100, respectively related to the lease.

The Council leases property in Littleton. This lease expires September 30, 2024. During the years ended September 30, 2023 and 2022, respectively, the Council expensed rent in the amount of $18,002 and $17,479 related to the lease, respectively.

Future minimum rent for the short-term agreements above is $34,865

The Council also leases office equipment under short-term operating lease agreements.

In-kind

In January 2016 the Council entered a ten-year agreement with the town of Canaan to mutually maintain the Indian River Grange Hall. The in-kind value of the lease is determined to be $13,000 and is included in the financial statements as of September 30, 2023 and 2022. The Council has elected not to apply the weighted-average discount rate to this lease. It is donated, therefore there is no corresponding monetary liability associated with it.

Long-term

In May 2011, the Council entered into a long-term agreement to lease property in Littleton over twenty years, expiring May 2031, in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2023 and 2022, respectively, the Council expensed rent in the amount of $4,200 related to the lease.

The Council leases a property in Lincoln, New Hampshire. The current lease agreement expires in December 2024. During the years ended September 30, 2023 and 2022, respectively, the Council expensed rent in the amount of $12,991 and $12,716 related to this lease.

The weighted-average discount rate is based on the discount rate implicit in the lease. The organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office facility class of assets. The entity elected the practical expedient to not reassess whether any expired, existing contracts, contained leases and any indirect costs for existing leases.

10. LEASE OBLIGATION (Continued)

Total right-of-use assets and lease liabilities at September 30, 2023 are as follows:
Lease Assets – Classification in Statement of Financial Position

Operating right-of-use-assets	$ 41,418

Lease Liabilities – Classification in Statement of Financial Position:

Operating lease liability	$ 41,418
Less short-term portion	(17,234)
Long-term portion of lease liability	$ 24,184

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years	2023
Operating leases	8.5

Weighted-average discount rate	2023
Operating leases	5.32%

Future minimum lease payments on the above lease as of September 30 are:

2024	$ 17,234
2025	7,459
2026	4,200
2027	4,200
2028	4,200
Thereafter	11,550
Total lease payment	48,843
Net Present Value discount	(7,425)
Present value of lease liabilities	$ 41,418

11. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities. The following reflects activity for the year ended September 30, 2023:

Federal and State Funded Contracts, Grants and Programs	$2,203,245
Percentage of Total Support and Revenue	56%

12. BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

	2023	2022
Investment reserve	$ 96,516	$ 87,810
Mascoma area reserve	26,189	23,553
Plymouth reserve	11,157	10,060
Littleton reserve	113,559	102,095
Horse Meadow reserve	44,122	39,646
GCSCC Endowment fund	500,244	447,739
Total board designated net assets	$ 791,787	$ 710,903

13. NET ASSETS WITH DONOR RESTRICTION

Net assets subject to expenditure for specific purpose or time:

	2023	2022
For new boiler	$ 1,510	$ -
Veteran services	-	10,803
Basket raffle	-	556
Food Pantry	2,866	3,788
Congregated chairs	-	1,500
For specific locations	26,349	1,372
Bus matches	6,000	6,000
Shelf stable food	995	995
NHCF for arts	-	5,000
Eye Stations	-	67
LASC chairs	-	89
Bishops	2,000	2,501
Skylark	-	3,985
Meels on Wheels	-	5,000
LASC roof	-	25,000
County receivable	36,188	36,188
Time restriced	90,000	48,000
Subtotal	165,908	150,844
Net assets to restriction in perpetuity:		
Clapper Memeorial Fund	30,576	28,439
Jean Clay fund	165,847	156,451
Subtotal	196,423	184,890
Total Net Assets with Donor Restrictions	$ 362,331	$ 335,734

14. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Council has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Council's primary source of support is grants and tuition. That support is held for the purpose of supporting the Council's budget. The Council had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	2023	2022
Cash and cash equivalents	$1,006,159	$ 805,041
Investments	291,543	263,164
Accounts receivable	290,367	29,201
Grants receivable	183,320	298,197
	1,771,389	1,395,603
Less amounts subject to:		
Donor imposed restriction	(362,331)	(335,734)
	$1,409,058	$1,059,869

15. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

2023	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
Investments & Endowment	$ 988,210	$ 988,210	$ -
Accounts receivable	290,367	-	290,367
Grants receivable	183,320	-	183,320
	$1,461,897	$ 988,210	$ 473,687
2022			
Investments & Endowment	$ 895,793	$ 895,793	$ -
Accounts receivable	29,201	-	29,201
Grants receivable	298,197	-	298,197
	$1,223,191	$ 895,793	$ 327,398

Fair values for investments and endowment were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

16. RENTAL INCOME

The Council has several short-term and verbal rental agreements. The Council rents parking spaces and rents space in its buildings to the public.

Rental income for the years ended September 30, 2023 and 2022 were $17,957 and $4,977, respectively. There is no required future minimum rental income.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2023, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 14, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Grafton County Senior Citizens Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowley & Associates, P.C.

Rowley & Associates, P.C.
Concord, New Hampshire
June 14, 2024

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Grafton County Senior Citizens Council, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2023. Grafton County Senior Citizens Council, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Grafton County Senior Citizens Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Grafton County Senior Citizens Council, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Grafton County Senior Citizens Council, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Grafton County Senior Citizens Council, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Grafton County Senior Citizens Council, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not

a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Grafton County Senior Citizens Council, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Grafton County Senior Citizens Council, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Grafton County Senior Citizens Council, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
June 14, 2024

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2023

SECTION I – SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.

2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor's Report. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No material weaknesses are reported.

5. The auditor's report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unmodified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The programs tested as major programs were:

Federal Program, Aging Cluster:	Federal Assistance Number
Title IIIB, Supportive Services and Senior Center	93.044
Title IIIC, Nutrition Services	93.045
Nutrition Services Incentive Program – Food Distribution	93.053

8. The threshold used for distinguishing between Type A and B programs was: $750,000.

9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

SECTION II – FINANCIAL STATEMENT FINDINGS

No Matters Were Reported

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No Matters Were Reported

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Assistance Number	Federal Expenditures
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed through the NH Department of Health and Human Services		
AGING-CLUSTER		
Title IIIB, Supportive Services and Senior Centers	93.044	$ 126,371
COVID-19, Title IIIB, Supportive Services and Senior Centers, Service Link	93.044	4,410
Title IIIC, Nutrition Services Incentive Program	93.045	493,145
Nutrition Services Incentive Program - Food Distribution	93.053	141,125
TOTAL AGING-CLUSTER		765,051
OTHER PROGRAMS		
Service Link, Special Programs for the Aging, Title IV, and Title II	93.048	12,851
Service Link, National Family Caregiver Support, title III, Part E	93.052	34,874
COVID-19, Service Link, National Family Caregiver Support, title III, Part E	93.052	2,472
Service Link, Medicare Enrollment Assistance Program	93.071	7,321
Service Link, State Health Insurance Assistance Program	93.324	23,616
Title XX, Social Services Block Grant	93.667	189,025
Title XX, Social Services Block Grant, Service Link	93.667	11,492
TOTAL OTHER PROGRAMS		281,651
MEDICAID CLUSTER		
Service Link, Medical Assistance Program	93.778	105,262
TOTAL US DEPARTMENT OF HEALTH AND HUMAN SERVICES		1,151,964
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
Direct Program - Title IIA, Retired and Senior Volunteer Program (RSVP)	94.002	97,580
DEPARTMENT OF THE TREASURY		
Passed through the Governor's Office for Emergency Relief & Recovery		
COVID-19 - Senior Center Modification Program	21.019	20,000
TOTAL EXPENDITURES OF FEDERAL AWARDS		**$ 1,269,544**

The accompanying notes are an integral part of this schedule

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2023

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Grafton County Senior Citizens Council, Inc. under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Grafton County Senior Citizens Council, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Grafton County Senior Citizens Council, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

Grafton County Senior Citizens Council, Inc. has elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 4 – RECONCILIATION TO FINANCIAL STATEMENT AMOUNT

The total expenditures of federal awards per the accompanying schedule of expenditures of federal awards reconcile to the statement of activities and change in net assets as follows:

Federal funding portion of expenditures:	$1,269,544
Non-federal funding portion of expenditures:	933,701
Total governmental programs and fees for contract services	$2,203,245

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

BOARD OF DIRECTORS

2024

Officers

		Term	Committees
President Bill Geraghty	Hanover, NH	As officer: 1st (2025) As board member: 2nd (2025)	Executive Governance Finance Personnel
Treasurer Dean Cashman	Lebanon, NH	As officer: 1st (2026) As board member: 2nd (2026)	Executive Governance (Chair) Finance (Chair)
Secretary Martha Richards	Holderness, NH	As officer: 3rd (2026) As board member: 3rd (2026)	Executive Governance Strategic Planning

Directors

Neil Castaldo	Hanover, NH	3rd (2025)	Strategic Planning (Chair) Executive Finance
Lori Fortini	Lebanon, NH	2nd (2026)	Program Planning & Evaluation
Bill Karkheck	Bridgewater, NH	2nd (2027)	Facilities
David McLure	Littleton, NH	1st (2027)	Finance, Facilities
Doug Menzies	Littleton, NH	2nd (2025)	Marketing & Development
Bob Muh	Littleton, NH	3rd (2026)	Governance Marketing & Development
Natalie Murphy	Bridgewater, NH	2nd (2025)	Program Planning & Evaluation (Chair)
Christine St. Laurent	Campton, NH	2nd (2027)	Program Planning & Evaluation
Laura Sheers	Thornton, NH	1st (2027)	Program Planning & Evaluation

Kathleen M. Vasconcelos

SUMMARY OF SKILLS AND EXPERIENCE

Management:

- Association and nonprofit operations management.
- Development of strategic plans, annual budgets, and goals for a nonprofit organization.
- Collaboration with Board members and management to further the organization's mission and goals.
- Hiring and training of new staff members.
- Leading teams to achieve organizational goals.
- Management and implementation of programs and program evaluations.
- Leading regular staff meetings and planning sessions.
- Collaborative team player who develops and maintains relationships with colleagues at every level of the organization and throughout the industry.

Marketing and Communications:

- Writing grant applications and funding proposals.
- Preparing marketing and communications plans.
- Managing the creation of annual reports, newsletters, program reports, brochures, video scripts, research reports, and board minutes.
- Managing a communications calendar.
- Creation of presentations.
- Public speaking to audiences including Board members, donors, government entities, and the general public.
- Writing press releases for media outlets nationwide.
- Participation in media interviews with local and national outlets, including The Washington Post, ABC-7 in Washington, DC, Associated Press, and Reuters.
- Strategic use of social media, including Facebook, YouTube, Twitter, and LinkedIn, to promote the organization's mission and specific programs.

Development:

- Management of fundraising efforts, including major gifts and annual giving.
- Developing and maintaining relationships with high-level donors, to further the organization's mission, raise funds, and educate donors about programs.
- Creation of written requests for funding from individuals, foundations, corporations, and government entities.
- Preparing reports for donors to highlight program accomplishments and metrics.
- Development of strategic fundraising plans and the tactics to implement the plans.

WORK EXPERIENCE

Grafton County Senior Citizens Council, Inc.
10 Campbell Street, Lebanon, NH 03766
Executive Director — Aug. 2018 – Present

Aircraft Owners and Pilots Association (AOPA) Foundation
421 Aviation Way, Frederick, MD 21701
Senior Director, Foundation Communications — 2017 – 2018
Vice President, Education and Operations — 2011 – 2017
Director, Safety Education — 2010 – 2011
Manager, Safety Education — 2008 – 2010
Senior Research Analyst — 1999 – 2003

Aircraft Owners and Pilots Association (AOPA)
421 Aviation Way, Frederick, MD 21701
Media and Public Relations Specialist — 2005 – 2008
Research Assistant — 1998 – 1999

WOOD Consulting Services, Inc.
7474 Greenway Center Drive, Suite 800, Greenbelt, MD 20770
Technical Editor (Federal Aviation Administration contract) — 2003 – 2005

EDUCATION

Master of Science, Nonprofit and Association Management — 2017
University of Maryland University College, Adelphi, Maryland

Bachelor of Arts, Communication Studies — 2004
University of Maryland University College, Adelphi, Maryland

Bachelor of Science, Aeronautical Science — 1997
Embry-Riddle Aeronautical University, Daytona Beach, Florida

OTHER

- Computer skills: Microsoft Office, Word Press, social media, Millennium fundraising software, Personify association management system
- Recreational pilot and flight instructor
- Germantown HELP food bank volunteer — 2016-2018

Carole Moore

DEGREES AND CERTIFICATES

- B.A. Professional Studies/Psychology – Summa Cum Laude
- A.S. Human Services
- A.S. Criminal Justice
- Certified Health Information Specialist inclusive of HIPAA and confidentiality regulation
- Current CPR certification

TRAININGS/ SEMINARS ATTENDED

- Springfield College –Leadership Seminars
- Springfield College – Seminars Dealing with Difficult People
- NH Adult Protective Services – Reporting
- NH Bureau of Elderly and Adult Service – Elder Abuse
- NH Division of Community Based Care – Indications of Abuse
- Implementing Evidence-Based Policies and Practices in Community
- Evidence-Based Policies and Practices
- Trained in Word, Excel, PowerPoint, and Access
- Communication
- Ongoing Nutrition Classes

PROFESSIONAL AFFILATIONS

- Reparative board member for the Community Justice Center
- COSA volunteer for the Community Justice Center
- Community council member for the Offender Reentry Program
- Certified volunteer for the Vermont Department of Corrections, including onsite facilities' access
- Advocate for the Equal Exchange TimeBank
- Member of the Benevolent Protective Order of the Elks
- Member of the Women's Aux of the American Legion

WORK HISTORY

- 2013-Present – Director, Littleton Area Senior Center, Grafton County Senior Citizens Council, Inc. (GCSCC)
- 2011- 2013 – Home Delivered Meals Program Coordinator –Littleton Area Senior Center of GCSCC

- 2010-2012- Volunteer coordinator for the Equal Exchange TimeBank

  * Responsible for volunteer coordination, marketing, recruiting, outreach, and training

- 2009-2011 - Caledonian-Record

  *Position ended due to restructuring

- 2010 - Internship with Area Agency On Aging

  *Worked with the elderly, completed intake, and conducted outreach

- 2008-2012- full-time student–Johnson State College

- 2006-2008 ADA (assistant district administrator) of Challenger Sports Program (A city-wide recreational program for handicapped youth) – FL

  * Implemented and organized recreational programs for mentally and physically disabled children. Facilitated placements and referrals regarding handicapped youth within the community. Responsible for intake, scheduling, and volunteers.

- 2004-2006 President Cape Coral Softball and ADA of Challenger Sports Program– FL

  *Responsible for upper level management of a citywide recreational program as well as the Challenger Program, which served physically and mentally handicapped youth. Authored unique waivers for established organizations gaining programs for the handicapped. Facilitated board meetings subject to Robert's Rules of Order and public disclosure.

- 2000-2004 Vice-President of Cape Coral Softball – FL

  *Responsible for various clerical duties, public relations, program development, community interaction, and employee relations.

Betsey L. Cheney

OBJECTIVE

To work for a business that I can respect and where I am respected as a person; with leadership that expresses clear goals and rules; where I may use my abilities and experience to become an essential member of a smooth running team.

EXPERIENCE

Senior Accountant
2017 – Current

Grafton County Senior Citizens Council, Inc., Lebanon, NH
Responsibilities: Under the general direction of the Associate Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

Finance Director
2009 – 2017

Grafton County Senior Citizens Council, Inc., Lebanon, NH
Responsibilities: Under the general direction of the Executive Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

1992-2009
Finance Manager
2005 – 2009

Vermont Public Transportation Association, White River Jct., VT
Responsibilities: Oversee a modular fund accounting system covering a budget in excess of $10 million subject to governmental audit standards. Perform all duties necessary from daily entries into subsidiary ledgers to analyze and provide monthly financial statements to the Board. Modules included Accounts Payable, Accounts Receivable, Payroll and General Ledger. Financial Software used: Microsoft Great Plains Dynamics. Coordinate and execute the closing of the current office with the current ongoing demands of business.

Medicaid Program Coordinator
1997 – 2005

Responsibilities: Oversee the Medicaid Program. Research and compile data as requested by Executive Director, Board of Directors, and State Officials. Develop new software with computer consultant for reconciling and reporting statistical data in a progressive manner. Answer Medicaid/Reach Up questions from Brokers, drivers and clients. Seek approval from Medicaid for Client's out-of-state trips, and mediate conflicts between the aforementioned parties. Bill Ladies First Program for trips provided by Brokers, update statistical data and provide data needed for contract renegotiation. Reconcile month's end financial accounts in Accounts Receivable, Accounts Payable, and analyze financial data for Finance Manager as requested. Back up to Finance Manager. Financial Software used: Real World and Microsoft Great Plains Dynamics.

Medicaid Assistant
1992 – 1997

Responsibilities: Reconcile Medicaid Remittance Advice from Electronic Data Systems (EDS) to each Broker's Program Reports and prepare documentation for payment. Bill Reach Up trips and assist in the payment process of bills. Enter and compile monthly statistical reports for billed Medicaid and Reach Up trips for Brokers. Maintain backup files for Medicaid/Reach Up Program.

Accounts Payable
1988 – 1989

The Hitchcock Clinic, Hanover, NH
Responsibilities: Match incoming invoices and purchase orders. Code and data entry of invoices for payment and general ledger distribution. Proof voucher printouts, issuance of checks, disbursement registers, and resolution of problems with patients and vendors.

EDUCATION

Plymouth State College, Plymouth, N.H., B.S. Business Administration, Accounting, 1978
Lebanon College, Lebanon, N.H., Computer Certificate Program, 1992

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: Grafton County Senior Citizens Council, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Kathleen Vasconcelos	Executive Director	$34,133.00	$113,778.00
Carole Moore	Chief Operating Officer	$29,537.00	$84,392.00
[Vacant position]	Chief Financial Officer	$10,950.00	$80,000.00
Betsey Cheney	Senior Accountant	$24,350.00	$69,572.00
		$0.00	$0.00
		$0.00	$0.00

ARC

60

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

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

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	**$24,010,976.93**	**$14,196,495.71**	**$38,207,472.64**	

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

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

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

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (THI)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (THI)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (THI)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (THI)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (THI)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (THI)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (THI)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (THI)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (THI)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered & Congregate (THI)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (THI)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (THI)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (THI)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (THI)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (THI)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (THI)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (THI)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (THI)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (THI)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (THI)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (THI)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (THI)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (THI)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (THI)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (THI)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$598,298.64	$598,298.64
			Subtotal	*$945,366.48*	*$598,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130821	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

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

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*

			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

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

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

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

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Grafton County Senior Citizens Council, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $3,770,248.91

3. Modify Exhibit C - Amendment #1, Payment Terms by adding Section 1., to read:

   1. This Agreement is funded by:

      1.1. 54.29% Federal funds:

         1.1.1. 19.87% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 5.60% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 15.04% Social Services Block Grant, as awarded on 6/29/21, 6/29/22 and 6/29/23 by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

         1.1.4. 4.66% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6;

         1.1.5. 8.02% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1; ALN 93.045, FAIN 2101NHCMC6; and

         1.1.6. 1.10% Centers for Medicare & Medicaid Services – Medicaid, ALN 93.778, FAIN N/A.

      1.2. 45.71% General Funds.

4. Modify Exhibit C – Amendment #1, Payment Terms, Section 3., to read:

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

5. Modify Exhibit C-1, Rate Sheet, Amendment #1, by replacing in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

DS
kMV
Contractor Initials
6/5/2024
Date

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/5/2024
Date

DocuSigned by:
Melissa Hardy
1333A3404DDC4D8...
Name: Melissa Hardy
Title: Director, DLTSS

Grafton County Senior Citizens Council, Inc.

6/5/2024
Date

DocuSigned by:
Kathleen Vasconcelos
953539B051264FF...
Name: Kathleen Vasconcelos
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #2

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	48,639	$8.11	$ 394,462.29
Title III-C Congregate Meals	Per Meal	20,026	$8.11	$ 162,410.86
Title XX Home Delivered Meals	Per Meal	38,852	$8.11	$ 315,089.72
ARPA Home Delivered Meals	Per Meal	12,750	$8.11	$ 103,402.50
ARPA Congregate Meals	Per Meal	18,500	$8.11	$ 150,035.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	1,368	$8.11	$ 11,094.48
ARP HCBS	Per Meal	1,022	$8.11	$ 8,288.42
			Subtotal	*$ 1,144,783.27*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	48,639	$8.11	$ 394,462.29
Title IIIC1 Cong Meals	Per Meal	20,026	$8.11	$ 162,410.86
Title XX HD Meals	Per Meal	38,852	$8.11	$ 315,089.72
ARP Title IIIC2 HD Meals	Per Meal	12,750	$8.11	$ 103,402.50
ARP Title IIIC1 Cong Meals	Per Meal	18,500	$8.11	$ 150,035.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	5,470	$8.11	$ 44,361.70
ARP HCBS	Per Meal	4,089	$8.11	$ 33,161.79
HB2 - 7872	Per Meal	109,474	$0.57	$ 62,400.18
HB2 - 9255	Per Meal	38,852	$0.57	$ 22,145.64
			Subtotal	*$ 1,287,469.68*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being
Title IIIC2 HD Meals	Per Meal	52,928	$8.68	$ 459,415.04
Title IIIC1 Cong Meals	Per Meal	11,226	$8.68	$ 97,441.68
Title XX HD Meals	Per Meal	36,300	$8.68	$ 315,084.00
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	37,872	$8.68	$ 328,728.96
HB2 - 9255	Per Meal	15,821	$8.68	$ 137,326.28
			Subtotal	*$ 1,337,995.96*

Total	$ 3,770,248.91

Contractor Initials: EMV
Date: 8/5/2024

ARC

31A

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
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April 6, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into amendments to existing contracts with the Contractors listed below in **bold** to add additional funding to support the increase of need and cost to provide nutrition services to qualifying New Hampshire citizens, by increasing the total price limitation by $425,629.02 from $23,562,550.70 to $23,988,179.72 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 81.80% Federal Funds. 18.20% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #45 with the option to renew for four (4) additional years.

Contractor Name	Vendor Code	Area Served	Current Budget	Increase (Decrease) Amount	Revised Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16	$84,530.53	$3,976,162.69
Gibson Center for Senior Services	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00	$1,613.89	$ 699,073.89
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74	$96,906.39	$2,347,707.13
Newport Senior Center	177250	Sullivan County	$1,475,695.60	$55,164.22	$1,530,859.82
Ossipee Concerned Citizens	170158	Carroll County	$954,498.34	$ 63,793.26	$1,018,291.60
Rockingham Nutrition MOW	155197	Rockingham County	$3,958,961.38	$123,620.73	$4,082,582.11

St Joseph Community Services	155093	Hillsborough County	$5,631,940.84	$	$5,631,940.84
Strafford Nutrition MOW	260818	Strafford County	$1,521,873.94	$	$1,521,873.94
Tri-County Community Action Program	177195	Coos County	$1,718,768.52	$	$1,718,768.52
VNA at HCS, Inc	177274	Cheshire County	$1,460,919.18	$	$1,460,919.18
			$23,562,550.70	**$425,629.02**	**$23,988,179.72**

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

See attached fiscal details.

EXPLANATION

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

Approximately 63,000 individuals will be served through these services. Approximately 55,293 additional meals will be served by this amendment during State Fiscal Years 2023 and 2024, which is in addition to the 1.6 million meals already being served through these services. The Contractors will provide meals using the following three methods for the following populations:

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

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

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

Area Served: Statewide.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

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

St Joseph Community Services (Vendor #155083)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

Fiscal Details
RFA-2017-BEAS-06-NUTRI

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

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

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget

Fiscal Details
RFA-2017-BEAS-06-NUTRI

544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24	$ -	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24	$ -	$ 472,683.24
		Subtotal	*$ 945,366.48*	*$*	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

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

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

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

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

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

		Subtotal	*$ 719,097.48*	*$ -*	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

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

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50	$ -	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00	$ 11,094.48	$ 161,129.48
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50	$ -	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00	$ 44,361.70	$ 194,396.70
		Subtotal	*$ 506,875.00*	*$ 55,456.18*	*$ 562,331.18*

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70	$ -	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23	$ 8,110.00	$ 82,665.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70	$ -	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23	$ 32,440.00	$ 106,995.23
		Subtotal	*$ 221,613.86*	*$ 40,550.00*	*$ 262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

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

Fiscal Details
RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #155093)

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

Strafford Nutrition MOW (Vendor # 260818)

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

Tri-County Community Action Program (Vendor #177195)

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

VNA at HCS (Vendor #177274)

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

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
		Subtotal	*$ 4,197,687.34*	*$ 96,006.18*	*$ 4,293,693.52*

$ 4,197,687.34 $ 96,006.18 $ 4,293,693.52

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

Fiscal Details
RFA-2017-BEAS-06-NUTRI

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Newport Senior Center (Vendor #177250)

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

Ossipee Concerned Citizens (Vendor #170158)

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

Rockingham Nutrition MOW (Vendor #155197)

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

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ -	$ -
102-500731	Contracts for Program Svs	2024	$ -	$ -	$ -
		Subtotal	*$ -*	*$ -*	*$ -*

05-95-93-930010-2605 Summary for All Vendors

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 65,926.19	$ 65,926.19
102-500731	Contracts for Program Svs	2024	$ -	$ 263,696.65	$ 263,696.65
		Subtotal	*$ -*	*$ 329,622.84*	*$ 329,622.84*
			$ -	$ 329,622.84	$ 329,622.84

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,945,816.08	$ 16,909.35	$ 1,962,725.43
		2024	$ 1,945,816.08	$ 67,621.18	$ 2,013,437.26
		Subtotal	*$ 3,891,632.16*	*$ 84,530.53*	*$ 3,976,162.69*

Gibson Center for Senior Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 348,730.00	$ 324.40	$ 349,054.40
		2024	$ 348,730.00	$ 1,289.49	$ 350,019.49
		Subtotal	*$ 697,460.00*	*$ 1,613.89*	*$ 699,073.89*

Grafton County Senior Citizens Council, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,125,400.37	$ 19,382.90	$ 1,144,783.27
		2024	$ 1,125,400.37	$ 77,523.49	$ 1,202,923.86
		Subtotal	*$ 2,250,800.74*	*$ 96,906.39*	*$ 2,347,707.13*

Newport Senior Center

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 737,847.80	$ 11,029.60	$ 748,877.40
		2024	$ 737,847.80	$ 44,134.62	$ 781,982.42
		Subtotal	*$ 1,475,695.60*	*$ 55,164.22*	*$ 1,530,859.82*

Ossipee Concerned Citizens

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 477,249.17	$ 12,757.03	$ 490,006.20
		2024	$ 477,249.17	$ 51,036.23	$ 528,285.40
		Subtotal	*$ 954,498.34*	*$ 63,793.26*	*$ 1,018,291.60*

Rockingham Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,979,480.69	$ 24,727.39	$ 2,004,208.08
		2024	$ 1,979,480.69	$ 98,893.34	$ 2,078,374.03
		Subtotal	*$ 3,958,961.38*	*$ 123,620.73*	*$ 4,082,582.11*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

St Joseph Community Services

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

Strafford Nutrition MOW

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

Tri-County Community Action Program

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

VNA at HCS

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 730,459.59	$ -	$ 730,459.59
		2024	$ 730,459.59	$ -	$ 730,459.59
		Subtotal	*$ 1,460,919.18*	*$ -*	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
		2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
		Subtotal	*$ 23,562,550.70*	*$ 425,629.02*	*$ 23,988,179.72*

$ 23,562,550.70 $ 425,629.02 $ 23,988,179.72

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$ -	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
2606-102-500731	Contracts for Program Svs.	2023	$ -	$ 65,926.19	$ 65,926.19
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$ -	$ 2,068,479.83

Fiscal Details
RFA-2017-BEAS-06-NUTRI

9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
2606-102-500731	Contracts for Program Svs	2024	$ -	$ 263,696.65	$ 263,696.65
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36	$ -	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66	$ -	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34	$ -	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82	$ -	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52	$ 96,006.18	$ 1,659,873.70
2606-102-500731	Contracts for Program Svs	all	$ -	$ 329,622.84	$ 329,622.84
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Grand Total SFY23	2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
Grand Total SFY24	2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
Total Contract		$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

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

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Grafton County Senior Citizens Council, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,347,707.13

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C - Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1 – Amendment #1, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Grafton County Senior Citizens Council, Inc.

Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino

Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Payment Terms

1. This Agreement is funded by:
   1.1. 65.31% Federal funds,
      1.1.1. 20.16% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 6.91% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 16.11% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 7.49% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 12.87% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
      1.1.6. 1.77% Center for Medicaid/Medicare Services- HCBS Enhanced FMAP-ARP Funds.
   1.2. 34.69% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following

the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

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

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

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

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

Exhibit C-1 Amendment 1 - Rate Sheet - Grafton County

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	48,639.00	$8.11	$ 394,462.29
Title IIIC1 Cong Meals	Per Meal	20,026.00	$8.11	$ 162,410.86
Title XX HD Meals	Per Meal	38,852.00	$8.11	$ 315,089.72
ARP Title IIIC2 HD Meals	Per Meal	12,750.00	$8.11	$ 103,402.50
ARP Title IIIC1 Cong Meals	Per Meal	18,500.00	$8.11	$ 150,035.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	1,368.00	$8.11	$ 11,094.48
ARP HCBS	Per Meal	1,022.00	$8.11	$ 8,288.42
			Subtotal	*$ 1,144,783.27*

7/1/2023 through 06/30/2024 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	48,639	$8.11	$ 394,462.29
Title IIIC1 Cong Meals	Per Meal	20,026	$8.11	$ 162,410.86
Title XX HD Meals	Per Meal	38,852	$8.11	$ 315,089.72
ARP Title IIIC2 HD Meals	Per Meal	12,750	$8.11	$ 103,402.50
ARP Title IIIC1 Cong Meals	Per Meal	18,500	$8.11	$ 150,035.00
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	5,470	$8.11	$ 44,361.70
ARP HCBS	Per Meal	4,089	$8.11	$ 33,161.79
			Subtotal	*$ 1,202,923.86*

Contractor Initials: KMV
Date: 3/22/2023

45 GAC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

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

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 63,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Strafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

	Reviewer Name	Title
1	Thom O'Connor	Administrator II
2	Jean Crouch	Supervisor VII
3	Maureen Brown	Nutrition Consultant
4	Shawn Martin	Business Administrator

Fiscal Details

RFA-2023-BEAS-04-BEASN

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13
		Subtotal	$ *2,237,759.86*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals--Home Delivered (TIII)	2023	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00
		Subtotal	***$ 437,940.00***

Fiscal Details

RFA-2023-BEAS-04-BEASN

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86
		Subtotal	***$ 1,113,746.30***

Fiscal Details

RFA.2023.BEAS.04.BEASN

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36
		Subtotal	***$ 809,702.40***

Fiscal Details

RFA-2023-BEAS-04-BEASN

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17
		Subtotal	*$ 436,447.76*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38
		Subtotal	***$ 2,262,884.64***

Fiscal Details

RFA-2023-BEAS-04-BEASN

St Joseph Community Services (Vendor #165093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42
		Subtotal	***$ 3,701,695.96***

Fiscal Details -

RFA-2023-BEAS-04-BEASN

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51
		Subtotal	***$ 875,052.78***

Fiscal Details

RFA-2023-BEAS-04-BEASN

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83
		Subtotal	$ *988,333.26*

Fiscal Details

RFA-2023-BEAS-04-BEASN

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17
		Subtotal	***$ 795,153.06***

Fiscal Details

RFA-2023-BEAS-04-BEASN

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
		Subtotal	***$ 13,658,716.02***
			$ 13,658,716.02

Fiscal Details

RFA-2023-BEAS-04-BEASN

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41
		Subtotal	$ *934,774.82*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00
		Subtotal	*$ 82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72
		Subtotal	*$ 630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03
		Subtotal	*$ 411,550.06*

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36
		Subtotal	*$ 296,436.72*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24
		Subtotal	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00
		Subtotal	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29
		Subtotal	*$ 365,582.58*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83
		Subtotal	*$ 412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79
		Subtotal	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*

$ 5,706,147.34

Fiscal Details

RFA-2023-BEAS-04-BEASN

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63
		Subtotal	$ *719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00
		Subtotal	$ *176,798.00*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00
		Subtotal	*$ 506,875.00*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13
		Subtotal	*$ 254,443.14*

Fiscal Details

RFA.2023.BEAS.04.BEASN

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23
		Subtotal	*$ 221,613.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29
		Subtotal	*$ 750,710.26*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$
		Subtotal	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85
		Subtotal	*$ 281,238.58*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52
		Subtotal	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11
		Subtotal	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Subtotal	*$ 4,197,687.34*

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	*$ 3,891,632.16*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ 348,730.00
		2024	$ 348,730.00
		Subtotal	*$ 697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	*$ 2,250,800.74*

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	*$ 1,475,695.60*

Fiscal Details

RFA.2023.BEAS.04.BEASN

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	*$ 954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	*$ 3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	*$ 1,521,873.94*

Fiscal Details

RFA-2023-BEAS-04-BEASN

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details

RFA-2023-BEAS-04-BEASN

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,562,550.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,562,550.70

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,275.35
Total Contract		$ 23,562,550.70

Subject: RFA-2023-BEAS-04-BEASN-03 (BEAS Nutrition Services)

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

1. 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 Grafton County Senior Citizens Council, Inc.		1.4 Contractor Address 10 Campbell Street P.O. Box 433 Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-4897	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $2,250,800.74
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Kathleen Vasconcelos Date: 6/7/2022		1.12 Name and Title of Contractor Signatory Kathleen Vasconcelos Executive Director	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/8/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/8/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS KMV
Date 6/7/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date: 6/7/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended to read as follows:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis, and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant on each

day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, except

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their familes;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Service

staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.12. Referring Clients to Other Services

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

1.13. Client Wait Lists

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.14. Criminal Background Check and BEAS State Registry Checks

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; clients who are blind or have low vision; and clients who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services hereunder, as well as clients declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Grafton Sullivan	All (Grafton) Plainfield, NH (Sullivan)
Title III-C Congregate Meals	Grafton Sullivan	All (Grafton) Plainfield, NH (Sullivan)
Title XX Home Delivered Meals	Grafton Sullivan	All (Grafton) Plainfield, NH (Sullivan)
ARPA Home Delivered Meals	Grafton Sullivan	All (Grafton) Plainfield, NH (Sullivan)
ARPA Congregate Meals	Grafton Sullivan	All (Grafton) Plainfield, NH (Sullivan)

Contractor Initials DS KMV

Date 6/7/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 64.19% Federal funds,
      1.1.1. 21.03% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 7.22% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 16.8% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 7.81% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 11.33% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
   1.2. 35.81% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	48,639	$8.11	$ 394,462.29
Title III-C Congregate Meals	Per Meal	20,026	$8.11	$ 162,410.86
Title XX Home Delivered Meals	Per Meal	38,852	$8.11	$ 315,089.72
ARPA Home Delivered Meals	Per Meal	12,750	$8.11	$ 103,402.50
ARPA Congregate Meals	Per Meal	18,500	$8.11	$ 150,035.00
Totals		138,767		$ 1,125,400.37

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	48,639	$8.11	$ 394,462.29
Title III-C Congregate Meals	Per Meal	20,026	$8.11	$ 162,410.86
Title XX Home Delivered Meals	Per Meal	38,852	$8.11	$ 315,089.72
ARPA Home Delivered Meals	Per Meal	12,750	$8.11	$ 103,402.50
ARPA Congregate Meals	Per Meal	18,500	$8.11	$ 150,035.00
Totals		138,767		$ 1,125,400.37
			Total Award	$ 2,250,800.74

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials KMV
Date 6/7/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☒ if there are workplaces on file that are not identified here.

Vendor Name: Grafton County Senior Citizens Council

6/7/2022
Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Grafton County Senior Citizens Council

6/7/2022
Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS LMV

Date 6/7/2022

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Grafton County Senior Citizens Council

6/7/2022
Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

DS
KMV
Contractor Initials
6/7/2022
Date

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Contractor Initials: DS KMV

Date: 6/7/2022

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Grafton County Senior Citizens Council

6/7/2022
Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Grafton County Senior Citizens Council

6/7/2022
Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

DS
KMV
Contractor Initials
6/7/2022
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 6/7/2022

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Date 6/7/2022

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Date 6/7/2022

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Grafton County Senior Citizens Council
The State	Name of the Contractor
Christine Santaniello	Kathleen Vasconcelos
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Kathleen Vasconcelos
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/8/2022	6/7/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Grafton County Senior Citizens Council

6/7/2022
Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 028411510

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

Contractor Initials DS KMV

Date 6/7/2022

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Home Healthcare, Hospice and Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on May 3, 2023 (Item #26), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,012,585.41

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #3.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1, Rate Sheet, Amendment #3.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1, Rate Sheet, Amendment #2, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/27/2025
Date

DocuSigned by:
Melissa Hardy
1223A24040DF405...
Name: Melissa Hardy
Title: Director, DLTSS

Home Healthcare, Hospice and Community Services, Inc.

2/26/2025
Date

Signed by:
571D90C3AF67414...
Name: Maura McQueeney
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/1/2025
Date

DocuSigned by:
Robyn Guarino
74873484941480
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,176.00	$8.11	$ 277,167.36
Title IIIC1 Cong Meals	Per Meal	14,847.00	$8.11	$ 120,409.17
Title XX HD Meals	Per Meal	25,289.00	$8.11	$ 205,093.79
ARP Title IIIC2 HD Meals	Per Meal	9,456.00	$8.11	$ 76,688.16
ARP Title IIIC1 Cong Meals	Per Meal	6,301.00	$8.11	$ 51,101.11
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	562.00	$8.11	$ 4,557.82
			Subtotal	*$ 735,017.41*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,176	$8.11	$ 277,167.36
Title IIIC1 Cong Meals	Per Meal	14,847	$8.11	$ 120,409.17
Title XX HD Meals	Per Meal	25,289	$8.11	$ 205,093.79
ARP Title IIIC2 HD Meals	Per Meal	9,456	$8.11	$ 76,688.16
ARP Title IIIC1 Cong Meals	Per Meal	6,301	$8.11	$ 51,101.11
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	2,249	$8.11	$ 18,239.39
HB2 - 7872	Per Meal	67,029	$0.57	$ 38,206.53
HB2 - 9255	Per Meal	25,289	$0.57	$ 14,414.73
			Subtotal	*$ 801,320.24*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	37,479	$8.68	$ 325,317.72
Title IIIC1 Cong Meals	Per Meal	8,323	$8.68	$ 72,243.64
Title XX HD Meals	Per Meal	26,254	$8.68	$ 227,884.72
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	16,250	$8.68	$ 141,050.00
HB2 - 9255	Per Meal	6,788	$8.68	$ 58,919.84
			Subtotal	*$ 825,415.92*

7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	57,058	$8.68	$ 495,263.44
Title IIIC1 Cong Meals	Per Meal	4,994	$8.68	$ 43,347.92
Title XX HD Meals	Per Meal	33,042	$8.68	$ 286,804.56
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 825,415.92*

7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	57,058	$8.68	$ 495,263.44
Title IIIC1 Cong Meals	Per Meal	4,994	$8.68	$ 43,347.92
Title XX HD Meals	Per Meal	33,042	$8.68	$ 286,804.56
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 825,415.92*
			Total	$ 4,012,585.41

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 189752

Certificate Number: 0006659779

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Eric Horne, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Home Health Hospice and Community Services, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 19, 2023, at which a quorum of the Directors/shareholders was present and voting.

VOTED: That Maura McQueeney, President & CEO, is duly authorized on behalf of Home Health Hospice and Community Services to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. **This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority.** I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: February 17, 2025

Signature of Elected Officer
Name: Eric Horne
Title: Treasurer

Docusign Envelope ID: EC569D07-D326-4213-87FB-2AE825B0FFBE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2025

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 Dowd Agencies, LLC 14 Bobala Road Holyoke MA 01040 License#: BR-1201657	CONTACT NAME: Diane LaFleche PHONE (A/C, No, Ext): 413-437-1062 FAX (A/C, No): E-MAIL ADDRESS: dlafleche@dowd.com
INSURED HOMEHEA-03 Home Healthcare, Hospice & Community Services, Inc. and VNA at HCS, Inc. PO Box 564 312 Marlboro Street Keene NH 03431	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insurance Company — 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1026641534 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			PHPK2642986	1/4/2025	1/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2642989	1/4/2025	1/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB896467	1/4/2025	1/4/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability/Medical Malpractice			PHPK2642986	1/4/2025	1/4/2026	Each Claim Limit Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an additional insured, per written contract.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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

Docusign Envelope ID: EC569D07-D326-4213-87FB-2AE825B0FFBE

HOMEHEA3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Sherri Winslow PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Sherri.Winslow@usi.com
INSURED Home Healthcare Hospice & Community Services Inc 312 Marlboro Street Keene, NH 03431	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Wesco Insurance Company — 25011 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3731065	07/01/2024	07/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

VNA at HCS

This Certificate is issued for insured operations usual to home health and hospice activities

CERTIFICATE HOLDER	CANCELLATION
DHHS Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301	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

SSTZP

Home Healthcare
Hospice &
Community Services

Mission of Home Healthcare, Hospice and Community Services and VNA at HCS:

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

BerryDunn

Home Healthcare Hospice & Community Services

CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2024 and 2023

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

Opinion

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice & Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheets as of June 30, 2024 and 2023, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Association as of June 30, 2024 and 2023, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Association and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Association has adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, during the year ended June 30, 2024. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 17, 2024

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Balance Sheets

June 30, 2024 and 2023

	2024	2023
ASSETS		
Current assets		
Cash and cash equivalents	$ 269,107	$ 1,015,708
Patient accounts receivable, net	1,765,713	2,096,258
Other receivables	262,396	443,698
Prepaid expenses	192,953	366,916
Total current assets	2,490,169	3,922,580
Assets limited as to use	16,045,471	13,932,601
Operating lease right-of-use assets, net	62,056	208,515
Property and equipment, net	2,049,076	2,163,542
Total assets	$ 20,646,772	$ 20,227,238
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	$ 480,500	$ 560,942
Accrued payroll and related expenses	880,388	970,787
COVID-19 refundable advances and other deferred revenue	33,408	31,285
Current portion of operating lease obligations	58,433	74,399
Total current liabilities	1,452,729	1,637,413
Operating lease obligations, net of current portion	3,292	139,584
Total liabilities	1,456,021	1,776,997
Net assets		
Without donor restrictions	18,349,190	17,641,277
With donor restrictions	841,561	808,964
Total net assets	19,190,751	18,450,241
Total liabilities and net assets	$ 20,646,772	$ 20,227,238

The accompanying notes are an integral part of these consolidated financial statements.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Operations

Years Ended June 30, 2024 and 2023

	2024	2023
Operating revenue		
Net patient service revenue	$ 15,393,402	$ 15,157,307
COVID-19 relief funding and other operating revenue	2,751,844	2,916,202
Net assets released for operations	118,211	98,173
Total operating revenue	18,263,457	18,171,682
Operating expenses		
Salaries and related expenses	14,184,265	13,799,638
Other operating expenses	5,785,615	5,217,175
Depreciation and amortization	244,421	296,554
Total operating expenses	20,214,301	19,313,367
Operating loss	(1,950,844)	(1,141,685)
Other revenue and gains		
Contributions and fundraising income	686,284	597,513
Investment income, net	279,983	204,493
Change in fair value of investments	1,664,029	1,204,943
Total other revenue and gains	2,630,296	2,006,949
Excess of revenue over expenses	679,452	865,264
Net assets released for capital acquisition	28,461	-
Change in net assets without donor restrictions	$ 707,913	$ 865,264

The accompanying notes are an integral part of these consolidated financial statements.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Changes in Net Assets

Years Ended June 30, 2024 and 2023

	2024	2023
Net assets without donor restrictions		
Excess of revenue over expenses	$ 679,452	$ 865,264
Net assets released for capital acquisition	28,461	-
Change in net assets without donor restrictions	707,913	865,264
Net assets with donor restrictions		
Contributions	37,833	163,716
Investment income	19,544	3,683
Change in fair value of investments	121,892	22,508
Net assets released for operations	(118,211)	(98,173)
Net assets released for capital acquisition	(28,461)	-
Change in net assets with donor restrictions	32,597	91,734
Change in net assets	740,510	956,998
Net assets, beginning of year	18,450,241	17,493,243
Net assets, end of year	$ 19,190,751	$ 18,450,241

The accompanying notes are an integral part of these consolidated financial statements.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Cash Flows

Years Ended June 30, 2024 and 2023

	2024	2023
Cash flows from operating activities		
Change in net assets	$ 740,510	$ 956,998
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation and amortization	244,421	296,554
Change in fair value of investments	(1,785,921)	(1,227,451)
Investment income restricted for reinvestment	(19,544)	(3,683)
(Increase) decrease in the following assets:		
Short-term investments	-	14,208
Patient accounts receivable	330,545	(307,709)
Other receivables	181,302	(14,795)
Prepaid expenses	173,963	(40,201)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(80,442)	258,784
Accrued payroll and related expenses	(90,399)	9,731
COVID-19 refundable advances and other deferred revenue	2,123	(226,628)
Net cash used by operating activities	(303,442)	(284,192)
Cash flows from investing activities		
Purchase of investments	(4,527,433)	(5,869,153)
Proceeds from sale of investments	4,220,028	5,942,825
Capital expenditures, net of proceeds	(135,754)	(71,890)
Net cash (used) provided by investing activities	(443,159)	1,782
Net decrease in cash and cash equivalents	(746,601)	(282,410)
Cash and cash equivalents, beginning of year	1,015,708	1,298,118
Cash and cash equivalents, end of year	$ 269,107	$ 1,015,708

The accompanying notes are an integral part of these consolidated financial statements.

1. Summary of Significant Accounting Policies

Organization

Home Healthcare, Hospice & Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

Affiliate

VNA at HCS, Inc., is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice and community services.

Principles of Consolidation

The consolidated financial statements include the accounts of the Home Healthcare, Hospice & Community Services, Inc., and its affiliate, VNA at HCS, Inc. (collectively, the Association). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Recently Adopted Accounting Principle

FASB issued Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses* (Topic 326): *Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, which includes patient accounts receivable. The adoption of Topic 326 during the year ended June 30, 2024 did not have a material impact on the consolidated financial statements of the Association as a significant portion of the payors to the Association either have the full faith and backing of the U.S. government or are credit worthy with limited to no credit risk associated with them. Other than patient accounts receivable, there are no other financial assets that are measured at amortized cost.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with FASB ASC Topic 958, *Not-for-Profit Entities*. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities,* all not-for profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statements of cash flows.

- **Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors (Board).

- **Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions are to be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Patient Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides a reserve for payment adjustments by analyzing past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the reserve which is netted against accounts receivable. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for payment adjustments.

Patient accounts receivable, net were $1,765,713, $2,096,258, and $1,788,549 at June 30, 2024, 2023, and 2022, respectively.

Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as non-current assets.

The Association reports investments at fair value and has elected to report all gains and losses in the excess of revenue over expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets.

Assets Limited as to Use

Assets limited as to use include designated assets set aside by the Board of Directors and donor contributions.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation and amortization. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation and amortization expense is computed using the straight-line method over the useful lives of the related assets.

Property is reviewed for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the assets' carrying amount over the fair value of the asset.

Net Patient Service Revenue

Services to all patients are recorded as revenue when services are rendered at the estimated net realizable amounts from patients, third-party payors and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations satisfied over time relate to patients receiving skilled and non-skilled services in their home or facility. The Association measures the period over which the performance obligation is satisfied from admission to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge.

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. As the performance obligations for home health services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the prospective payment determined for the medically necessary services.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount. As the performance obligations for hospice services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the predetermined aggregate capitated rate per day.

Because all of the Association's performance obligations relate to short-term periods of care, the Association has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14 (a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor-stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying consolidated financial statements.

COVID-19 Relief Funding

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19) a global pandemic. In response to the global pandemic, The Centers for Medicare & Medicaid Services implemented certain relief measures and also issued guidance for limiting the spread of COVID-19.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the IRC, including those related to losses, charitable deductions, and business interest.

American Rescue Plan Act

On March 11, 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, amongst other things, provided support for health and human services workforce development in response to COVID-19 and broader economic impacts of the pandemic. The Association received $16,307 in grant funding under ARPA through the State of New Hampshire Home and Community Based Service fund during the year ended June 30, 2023, for the purpose of workforce investment. The Association incurred qualifying recruitment and retention expenses of $13,715 and $2,592 during the years ended June 30, 2024 and 2023, respectively, which is recognized as COVID-19 relief funding and other operating revenue in the consolidated statements of operations. The unspent ARPA funds as of June 30, 2023 were $13,715 which was included in COVID-19 refundable advances and other deferred revenue on the consolidated balance sheets. There were no unspent funds at June 30, 2024.

Employee Retention Tax Credit

The CARES Act provides an employee retention tax credit (ERTC), which is a refundable tax credit against certain employment taxes up to $10,000 per employee for eligible employees. For 2020, the tax credit is equal to 50% of qualified wages paid to employees during the calendar year, capped at $10,000 of qualified wages per employee. Additional relief provisions were passed by the U.S. government, which extended and expanded the qualified wage caps on these credits through September 30, 2021. Based on these additional provisions, the tax credit was increased to 70% of qualified wages paid to employees during each quarter, and the limit on qualified wages per employee increased to $10,000 of qualified wages per calendar quarter.

Management determined that the Association qualified for the ERTC under the under the government orders test and estimated that they will receive $2,775,767 based on amended tax filings submitted in January 2024. On September 14, 2023, the Internal Revenue Service announced an immediate moratorium at least through the end of calendar year 2023 to add more safeguards to prevent abuse and protect businesses from predatory tactics. As a result, the Association is uncertain whether the ERTC funds will be received, the Association has not recognized any portion of the funds in the consolidated statements of operations for the year ended June 30, 2024.

2. Availability and Liquidity of Financial Assets

As of June 30, 2024, the Association has working capital of $1,037,440 and average days (based on normal expenditures) cash on hand of 5.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions not financed with debt or restricted funds (unfunded capital expenditures), were as follows:

	2024	2023
Cash and cash equivalents	$ 269,107	$ 1,015,708
Patient accounts receivable, net	1,765,713	2,096,258
Other receivables	262,396	443,698
Financial assets available to meet cash needs for general expenditures within one year	$ 2,297,216	$ 3,555,664

The Association has board designated long-term investments that could be made available for general expenditure upon Board approval. Since these investments are currently intended for long-term investments, they have not been included in the information above. The Association has other long-term investments and assets for restricted use, more fully described in Note 3, which are not available for general expenditure within the next year and are not reflected in the amount above.

The Association has a $1,000,000 line of credit available to meet short-term needs, as disclosed in Note 5.

3. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, were as follows:

	2024	2023
Board-designated for future use	$ 15,203,910	$ 13,123,637
Donor-restricted, time or purpose	325,137	329,089
Endowment investments - unappropriated spending	282,193	245,644
Donor-restricted, perpetual in nature	234,231	234,231
Total investments and assets limited as to use	$ 16,045,471	$ 13,932,601

Fair Value

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability. The Association did not have any Level 3 assets or liabilities as of June 30, 2024 or 2023.

The fair values of all of the Association's investments, which are presented in the following table, are measured on a recurring basis using Level 1 inputs with the exception of corporate bonds which are valued based on quoted market prices of similar investments and categorized as Level 2 investments.

	Assets at Fair Value as of June 30, 2024		
	Level 1	Level 2	Total
Cash and cash equivalents	$ 424,111	$ -	$ 424,111
U.S. Government and corporate bonds	-	1,947,163	1,947,163
Equity securities	8,716,037	-	8,716,037
Mutual funds	4,958,160	-	4,958,160
Total	$ 14,098,308	$ 1,947,163	$ 16,045,471

	Assets at Fair Value as of June 30, 2023		
	Level 1	Level 2	Total
Cash and cash equivalents	$ 364,706	$ -	$ 364,706
U.S. Government and corporate bonds	-	2,064,603	2,064,603
Equity securities	8,126,646	-	8,126,646
Mutual funds	3,376,646	-	3,376,646
Total	$ 11,867,998	$ 2,064,603	$ 13,932,601

Investment income and change in fair value of investments and assets limited as to use consisted of the following:

	2024	2023
Net assets without donor restrictions		
Investment income, net of fees	$ 279,983	$ 204,493
Change in fair value of investments	1,664,029	1,204,943
Restricted net assets		
Investment income	19,544	3,683
Change in fair value of investments	121,892	22,508
Total	$ 2,085,448	$ 1,435,627

4. Property and Equipment

Property and equipment consisted of the following:

	2024	2023
Land	$ 552,206	$ 515,786
Building and improvements	5,723,786	5,704,016
Furniture, fixtures, and equipment	3,146,442	3,445,027
Construction in progress	6,575	27,757
Total cost	9,429,009	9,692,586
Less accumulated depreciation and amortization	7,379,933	7,529,044
Total property and equipment, net	$ 2,049,076	$ 2,163,542

5. Line of Credit

The Association has an unsecured $1,000,000 line of credit payable on demand with a local bank with interest at 1.25% above the prime rate (9.75% at June 30, 2024). There was no outstanding balance at June 30, 2024 and 2023.

6. Net Assets with Donor Restrictions

Net assets with donor restrictions consisted of the following:

	2024	2023
Time or purpose restrictions for:		
Haskell endowment fund accumulated earnings - for office rent	$ 275,387	$ 241,400
Johnson Family endowment fund accumulated earnings - for capital expenditures	5,138	3,993
Hospice accumulated earnings	824	251
Furniture and capital improvements	8,961	18,037
HEAL program	12,542	24,405
Palliative education	42,629	50,000
Music program	-	1,197
Outpatient Center	20,000	32,500
Bereavement	-	3,000
Personal safety devices	3,000	-
Operations	16,263	-
Jones endowment fund accumulated earnings - for equipment	314	-
Bednar endowment fund accumulated earnings - for general purposes	452	-
Hospice memorial garden	125,418	106,631
Barbara Duckett scholarship	96,402	93,319
Total	$ 607,330	$ 574,733

	2024	2023
Restrictions that are perpetual in nature for:		
Hospice	$ 10,000	$ 10,000
Operations	8,623	8,623
Johnson Family fund - for capital expenditures	10,202	10,202
Bednar endowment fund - income for general purposes	50,000	50,000
Haskell endowment fund - for office rent	120,570	120,570
Jones endowment fund - for equipment	34,836	34,836
Total	$ 234,231	$ 234,231

7. Endowments

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund.
(2) The purposes of the organization and the donor-restricted endowment fund.
(3) General economic conditions.
(4) The possible effect of inflation and deflation.
(5) The expected total return from income and the appreciation of investments.
(6) Other resources of the Association.
(7) The investment policies of the Association.
(8) The spending policy.
(9) Funds with deficiencies.

Return Objectives and Risk Parameters

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed-upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Funds with Deficiencies

From time to time, the fair value of the assets associated with individual donor-restricted endowments may fall below the level of the donors' original gift(s). The Board's policy does not permit spending from underwater endowments. Any deficiencies are reported in net assets with donor restrictions. There were no such deficiencies at June 30, 2024 and 2023.

Spending Policy

The Association has a spending policy of appropriating a distribution annually up to 7% of the endowment fund's average market value over the previous 36 months. Appropriations are determined and made on an annual basis at year-end.

The following summarizes changes in endowment assets:

		With Donor Restrictions		
	Without Donor Restrictions	Purpose Restrictions	Perpetual in Nature	Total
Balance June 30, 2022	$ 12,057,909	$ 265,295	$ 234,231	$ 12,557,435
Investment income, net	197,199	3,683	-	200,882
Realized and unrealized gains on investments	1,204,933	22,508	-	1,227,441
Use of board designated funds for operations	(400,000)	-	-	(400,000)
Contributions	63,596	-	-	63,596
Net assets released from restrictions	-	(45,842)	-	(45,842)
Balance June 30, 2023	13,123,637	245,644	234,231	13,603,512
Investment income, net	**266,809**	**12,840**	-	**279,649**
Realized and unrealized gains on investments	**1,664,053**	**80,080**	-	**1,744,133**
Contributions	**149,411**	-	-	**149,411**
Net assets released from restrictions	-	**(56,371)**	-	**(56,371)**
Balance June 30, 2024	**$ 15,203,910**	**$ 282,193**	**$ 234,231**	**$ 15,720,334**

8. Net Patient Service Revenue

Net patient service revenue is as follows:

	2024	2023
Medicare	$ 13,215,173	$ 12,760,296
Medicaid	806,276	907,321
Other third-party payers	1,130,134	1,244,667
Private pay	241,819	245,023
Total	$ 15,393,402	$ 15,157,307

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to $1,525,817 and $1,585,931 for the years June 30, 2024 and 2023, respectively.

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

In assessing collectability, the Association has elected the portfolio approach. This portfolio approach is being used as the Association has similar contracts with similar classes of patients. The Association reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, management believes aggregating contracts (which are at the patient level) by the particular payor or group of payors results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

9. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2024	2023
Program services		
Salaries and benefits	$ 12,393,112	$ 12,088,234
Program supplies	827,424	914,679
Travel	371,901	405,376
Contract services	1,180,499	1,061,658
Other operating expenses	1,262,257	1,235,334
Depreciation and amortization	213,551	259,781
Total program services	16,248,744	15,965,062
Administrative and general		
Salaries and benefits	1,791,153	1,711,404
Travel	121,135	93,474
Contract services	1,839,930	1,331,789
Other operating expenses	182,469	174,865
Depreciation and amortization	30,870	36,773
Total administrative and general	3,965,557	3,348,305
Total	$ 20,214,301	$ 19,313,367

Management's estimate of cost allocations at a functional level is based on Medicare cost report methodology.

10. Commitments and Contingencies

Leases

The Association's operating leases are for its office facilities with varying expiration dates. The following is a schedule, by fiscal year, of future minimum lease payments and reconciliation to the consolidated balance sheet:

2025		$ 59,249
2026		3,300
	Total lease payments	62,549
	Less present value discount	824
	Operating lease obligations	$ 61,725

Operating lease costs incurred amounted to $70,816 in 2024 and $65,007 in 2023, which approximated the cash paid for leases. For the years ended June 30, 2024 and 2023, the weighted average remaining lease term in years is 0.99 and 3.51, respectively, and the weighted average discount rate is 3.05%.

Malpractice Insurance

The Association maintains medical malpractice insurance coverage on a claims-made basis. The Association is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Association to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Association has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at June 30, 2024 and 2023. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

11. Retirement Plan

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to $209,415 in 2024 and $187,557 in 2023.

12. Concentration of Risk

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

	2024	2023
Medicare	69 %	69 %
Medicaid	3	2
Other payers	23	26
Private pay	5	3
Total	100 %	100 %

13. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through December 17, 2024, which is the date the consolidated financial statements were available to be issued.

Home Healthcare Hospice & Community Services

Know us before you need us...
HCS *is more than you can imagine*

2025 HCS Board Members

Paul Berch
Director, 2023-2026 (1st term)

Mary Ann Davis
Director, 2025-2027 (3rd term)

Julie Green
Secretary, 2023-2026 (3rd term)

Ann Heffernon
Director, 2023-2026 (2nd term)

Eric Horne
Treasurer, 2023-2026 (3rd term)

Virginia Jordan
Chair, 2023-2026 (2nd term)

HCS Contact:
Katie Hart
Board Liaison

Donald Mazanowski, MD
Director, 2022-2025 (1st term)

William Pearson
Director, 2022-2025 (1st term)

David Stinson
Director, 2022-2025 (2nd term)

Andrew Tremblay, MD
Director, 2022-2025 (1st term)

Susan Simonds
Director, 2025-2027 (1st term)

Maura McQueeney
President & CEO

312 Marlboro Street
PO Box 564
Keene, NH 03431
603-352-2253 • 800-541-4145

33 Arborway
Charlestown, NH 03603
603-828-3322

454 Old Street Road
Medical Arts Building - Suite 208
Peterborough, NH 03458
603-532-8353

www.HCSservices.org • info@hcsservices.org

Gia Farina

2016 – Present: Home Healthcare, Hospice & Community Services — Keene, NH

Nutrition Program Manager

- Manage the food service operations at the meal sites in accordance with NH Sanitary Code and other appropriate regulations
- Supervise staff and volunteers at the nutrition program sites
- Recruit, orient and evaluate staff and volunteers for all aspects of site operation
- Review/Revise menus as necessary
- Coordinate Meals on Wheels program
- Plan, implement & evaluate meal site development
- Assist in budget preparation for funding proposals and contracts
- Fulfill reporting requirements for payroll, time & service reports
- Assists with marketing efforts and with development of public relations materials for the nutrition program

2013-2015 Food Service Director

Genesis Healthcare — Keene, NH

- Responsible for the overall food service function.
- Provides technical guidance and administrative direction.
- Plans, develops, organizes and implements activities with the department.
- Oversees the timely and accurate preparation and service of meals
- Operates department within budget.
- Serves as a collaborative member of the center's management team.

2007-2013 Site Coordinator

Keene Food Service/SA U 29 — Keene, NH

- Manage staff of thirteen; serve six hundred students daily
- Purchase and distribute food to an additional five elementary schools
- Maintain safe food handling practices
- Develop daily production sheets
- Participate in regular menu planning meetings

1995-2007 Food & Beverage Director/Sales and Marketing Manager

Colorado Steak House/Best Western Sovereign Hotel — Keene, NH

- Operated 55-seat restaurant and function facility
- Responsible for weekly/monthly inventories and cost analysis
- Coordinated weddings, seminars, and business functions
- Weekly sales call in the surrounding feeder states to promote business

1992-1995 Food & Beverage Purchaser

Keene Country Club Keene, NH

- Responsible for all purchases for two on-premise restaurants
- Menu development for all special functions: tournaments, etc.
- Inventory control and purchasing breakdowns Keene, NH

Certification:

ServSafe
National Restaurant Association

Education:

Culinary Institute of America Hyde Park, NY

Keene State College Keene, NH
Associate Degree-General Studies

Dawn Gordon

Professional Experience

Home Healthcare, Hospice and Community Services – Keene, NH

Meal Site Supervisor – January 25, 2010 to present

- Manage the food service operations at the Keene meal site in accordance with the New Hampshire Sanitary Code and such regulations
- Supervise staff and volunteers at the meal site
- Assure adequate staff coverage during all hours of operations
- Coordinates Meals on Wheels program
- Take reservations and donations from participants accurately and in a confidential manner
- Planning social and recreational activities at the meal site
- Planning, implementing and evaluating the meal sites' development
- Orders necessary supplies for the meal site
- Fulfills reporting requirements for payroll, necessary time and service reports and other agency reporting forms as required by funding sources, personnel policies and/or certification/licensure requirements

Kitchen Aide – October 2, 2006 – January 25, 2010

- Assist in packaging the hot and cold foods for the Meals on Wheels program
- Assist in serving congregate meal site participants
- Help maintain the cleanliness of the kitchen and dining areas by washing dishes, pots and pans, countertops, cabinets, sweeping and mopping floors, etc.
- Perform all food service related tasks in a hygienic and safe manner according to the NH Sanitary Code

Kmart – Keene, NH

Overnight Stocker, June 2002 – August 2004

- Stocking shelves, cleaning store, putting away returned items, marking prices, etc.

Findings – Keene, NH

Foot Press Operator – August 1985 – January 1986

- Assemble jewelry pieces

Certifications

ServSafe Certified

Kathleen J. La Rou

EDUCATION: **Katharine Gibbs** Norwalk, CT
Accelerated computer & business applications software program
Deans List

EXPERIENCE:

Home Healthcare, Hospice and Community Services Keene, NH

Meal Site Supervisor ***2018-present***
Manage the food service operations at the congregate meal site in Jaffrey, NH in accordance with the New Hampshire Sanitary Code.
Supervise volunteers at the meal site.
Assure adequate staff coverage during all hours of operations.
Coordinates Meals on Wheels program.
Take reservations and donations from participants accurately and in a confidential manner.
Planning social and recreational activities at the meal site.
Planning, implementing and evaluating the meal sites' development
Ordering necessary supplies for the meal site.
Fulfills reporting requirements for payroll, necessary time and service reports and other agency reporting forms as required by funding sources, personnel policies and/or certification/licensure requirements.

Hazel H. Holden
Robert Whitney
Geraldine Jeffery

Home Health Care Provider ***2010-2018***
Provided in home care and support to elderly individuals enabling them to reside in their homes.
Initiated stimulating activities to keep clients interested and active.
Planned and prepared nutritionally balanced meals.
Kept detailed records for family members and other caregivers.

Summerhill Assisted Living
Peterborough, NH

Supervisor of Housekeeping Services ***2009-2010***
Responsible for cleanliness of all areas of Assisted Living & Memory Care Buildings.
In charge of ordering, tracking & keeping within budget all supplies relating to Housekeeping/Laundry Department.
Filled in for departments as needed- Resident Care, Kitchen, Activities.
Ability to resolve problems independently.

Resident Assistant ***2006-2009***

Assisted Residents with ADL'S.
Chairperson of the Health and Safety Committee for 2 terms.
Accompanied Residents to appointments, acting as their advocate.

Volunteer Work

Jaffrey Food Pantry Director ***2013-present***

Coordinate training and scheduling of 20 volunteers.
Projects food needs for ample supply for 100-120 clients weekly.
Complete 4 monthly reports as well as Quarterly report in order to keep pantry in compliance with The NH Food Bank.
Strong attention to detail.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Home Healthcare, Hospice and Community Services, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Gia Farina	Nutrition Program Manager	$63,338.60	$63,338.60
Dawn Gordon	Site Supervisor - Keene	$21,450.00	$21,450.00
Kathleen LaRou	Site Supervisor - Jaffrey	$17,503.20	$17,503.20
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

ARC

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Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,668,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	**$24,010,976.93**	**$14,198,495.71**	**$38,207,472.64**	

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

- Home delivered meals delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury;
- Grab-n-Go meals defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle; and
- Congregate meals defined as meals serviced in a group setting at State-approved locations.

As referenced in Exhibit A. Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,288.56	$0.00	$1,290,288.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,288.56	$0.00	$1,290,288.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177185)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$596,298.64	$596,298.64
			Subtotal	*$945,366.48*	*$596,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

Home Healthcare, Hospice and Community Services, Inc.(Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*

			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Home Healthcare, Hospice and Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on May 3, 2023 (Item #26), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $2,361,753.57

3. Modify Exhibit C-1 Amendment #1, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 55.35% Federal funds:

         1.1.1. 22.34% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 6.63% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 16.21% Social Services Block Grant, as awarded on 6/29/21, 6/29/22, and 6/29/23, by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

         1.1.4. 5.52% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6;

         1.1.5. 3.68% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, ALN 93.045, FAIN 2101NHCMC6; and

         1.1.6. .97% Centers for Medicare & Medicaid Services – Medicaid, ALN 93.778, FAIN N/A.

      1.2. 44.65% General Funds.

4. Modify Exhibit C - Amendment #1, Payment Terms, Section 3., to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

5. Modify Exhibit C-1, Rate Sheet, Amendment #1, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/6/2024
Date

DocuSigned by:
Melissa Hardy
1323A2101900F4B3...

Name: Melissa Hardy
Title: Director, DLTSS

Home Healthcare, Hospice and Community Services, Inc.

6/6/2024
Date

DocuSigned by:
Maura McQueeney
571D90C3AF87414...

Name: Maura McQueeney
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #2

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	34,176	$8.11	$ 277,167.36
Title III-C Congregate Meals	Per Meal	14,847	$8.11	$ 120,409.17
Title XX Home Delivered Meals	Per Meal	25,289	$8.11	$ 205,093.79
ARPA Home Delivered Meals	Per Meal	9,456	$8.11	$ 76,688.16
ARPA Congregate Meals	Per Meal	6,301	$8.11	$ 51,101.11
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	562	$8.11	$ 4,557.82
			Subtotal	$ *735,017.41*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,176	$8.11	$ 277,167.36
Title IIIC1 Cong Meals	Per Meal	14,847	$8.11	$ 120,409.17
Title XX HD Meals	Per Meal	25,289	$8.11	$ 205,093.79
ARP Title IIIC2 HD Meals	Per Meal	9,456	$8.11	$ 76,688.16
ARP Title IIIC1 Cong Meals	Per Meal	6,301	$8.11	$ 51,101.11
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	2,249	$8.11	$ 18,239.39
HB2 - 7872	Per Meal	67,029	$0.57	$ 38,206.53
HB2 - 9255	Per Meal	25,289	$0.57	$ 14,414.73
			Subtotal	$ *801,320.24*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	37,479	$8.68	$ 325,317.72
Title IIIC1 Cong Meals	Per Meal	8,323	$8.68	$ 72,243.64
Title XX HD Meals	Per Meal	26,254	$8.68	$ 227,884.72
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	16,250	$8.68	$ 141,050.00
HB2 - 9255	Per Meal	6,788	$8.68	$ 58,919.84
			Subtotal	$ *825,415.92*

DS

Contractor Initials: MM

Date: 5/6/2024

ARC
26

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 10, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into an amendment to an existing contract with the Contractor listed below in **bold** to add additional funding to support the increase of need and cost to provide nutrition services to qualifying New Hampshire citizens, by increasing the total price limitation by $22,797.21 from $23,988,179.72 to $24,010,976.93 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 81.80% Federal Funds. 18.20% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #45 and amended on April 12, 2023, item #31A.

Contractor Name	Vendor Code	Area Served	Current Budget	Increase (Decrease) Amount	Revised Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,976,162.69	$0	$3,976,162.69
Gibson Center for Senior Services	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$ 699,073.89	$0	$ 699,073.89
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,347,707.13	$0	$2,347,707.13
Newport Senior Center	177250	Sullivan County	$1,530,859.82	$0	$1,530,859.82
Ossipee Concerned Citizens	170158	Carroll County	$1,018,291.60	$ 0	$1,018,291.60
Rockingham Nutrition MOW	155197	Rockingham County	$4,082,582.11	$0	$4,082,582.11

St Joseph Community Services	155093	Hillsborough County	$5,631,940.84	$ -	$5,631,940.84
Strafford Nutrition MOW	260818	Strafford County	$1,521,873.94	$ -	$1,521,873.94
Tri-County Community Action Program	177195	Coos County	$1,718,768.52	$ -	$1,718,768.52
Home Healthcare, Hospice and Community Services, Inc. (Formerly - VNA at HCS, Inc.)	**177274**	**Cheshire County**	**$1,460,919.18**	**$22,797.21**	**$1,483,716.39**
			$23,988,179.72	**$22,797.21**	**$24,010,976.93**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to add additional funding to address the increased need for home delivered and congregate meals and increased cost to provide nutritional services to qualifying New Hampshire citizens. This contract will distribute the remaining American Rescue Plan Act (ARPA) Congregate meal funding to vendors to support the continued operations of congregate dining sites. The Contractor is experiencing an increase in request for meals due to inflation and are faced with the increased cost of food statewide. Therefore, the Department is requesting to add in the additional funds to ensure meal units are fulfilled and delivered.

Approximately 148 individuals will be served through these services. Approximately 2,811 additional meals will be served by this amendment during State Fiscal Years 2023 and 2024 which is in addition to the 1.6 million meals already being served through these services. The Contractor will provide meals using the following three methods for the following populations:

- Home delivered meals, delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by Contractor.

Should the Governor and Executive Council not authorize this request, the Department will be unable to support the increase of meal units being requested for older adults and younger adults with disabilities or chronic illness and they may not have access to nutritious meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Admin for Comm Living, ARPA Title III C, Assistance Listing Number #93.045 FAIN #2101NHCMC6; and Center for Medicaid and Medicare HCBS FMAP ARP.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80	$ -	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13	$ -	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80	$ -	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13	$ -	$ 338,860.13
		Subtotal	*$ 2,237,759.86*	$ -	*$ 2,237,759.86*

Gibson Center for Senior Services (Vendor #165344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,576.00	$ -	$ 160,576.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00	$ -	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,576.00	$ -	$ 160,576.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00	$ -	$ 58,392.00
		Subtotal	*$ 437,940.00*	$ -	*$ 437,940.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29	$ -	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86	$ -	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29	$ -	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86	$ -	$ 162,410.86
		Subtotal	*$ 1,113,746.30*	$ -	*$ 1,113,746.30*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84	$ -	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36	$ -	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84	$ -	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36	$ -	$ 123,888.36
		Subtotal	*$ 809,702.40*	$ -	*$ 809,702.40*

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71	$ -	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17	$ -	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71	$ -	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17	$ -	$ 79,048.17
		Subtotal	*$ 436,447.76*	$ -	*$ 436,447.76*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94	$	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38	$	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94	$	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38	$	$ 342,712.38
		Subtotal	*$ 2,262,884.64*	$	*$ 2,262,884.64*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56	$	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42	$	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56	$	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42	$	$ 560,579.42
		Subtotal	*$ 3,701,695.96*	$	*$ 3,701,695.96*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88	$	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51	$	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88	$	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51	$	$ 132,525.51
		Subtotal	*$ 875,052.78*	$	*$ 875,052.78*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80	$	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83	$	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80	$	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83	$	$ 149,653.83
		Subtotal	*$ 988,333.26*	$	*$ 988,333.26*

Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36	$	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17	$	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36	$	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17	$	$ 120,409.17
		Subtotal	*$ 795,153.06*	$	*$ 795,153.06*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$	$ 2,068,479.83
		Subtotal	*$ 13,658,716.02*	*$*	*$ 13,658,716.02*

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41	$	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41	$	$ 467,387.41
		Subtotal	*$ 934,774.82*	*$*	*$ 934,774.82*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00	$	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00	$	$ 41,361.00
		Subtotal	*$ 82,722.00*	*$*	*$ 82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor #177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72	$	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72	$	$ 315,089.72
		Subtotal	*$ 630,179.44*	*$*	*$ 630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03	$	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03	$	$ 205,775.03
		Subtotal	*$ 411,550.06*	*$*	*$ 411,550.06*

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36	$	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36	$	$ 148,218.36
		Subtotal	*$ 296,436.72*	*$*	*$ 296,436.72*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget

Fiscal Details
RFA-2017-BEAS-06-NUTRI

544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24	$ -	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24	$ -	$ 472,683.24
		Subtotal	*$ 945,366.48*	*$ -*	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00	$ -	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00	$ -	$ 608,250.00
		Subtotal	*$ 1,216,500.00*	*$ -*	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29	$ -	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29	$ -	$ 182,791.29
		Subtotal	*$ 365,582.58*	*$ -*	*$ 365,582.58*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83	$ -	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83	$ -	$ 206,423.83
		Subtotal	*$ 412,847.66*	*$ -*	*$ 412,847.66*

Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79	$ -	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79	$ -	$ 205,093.79
		Subtotal	*$ 410,187.58*	*$ -*	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$ -	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$ -	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*	*$ -*	*$ 5,706,147.34*

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11	$ -	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63	$ -	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11	$ -	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63	$ -	$ 143,814.63

Fiscal Details
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		Subtotal	*$ 719,097.48*	*$ -*	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00	$	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00	$	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00	$	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00	$	$ 44,605.00
		Subtotal	*$ 176,798.00*	*$*	*$ 176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50	$	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 161,129.48	$	$ 161,129.48
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50	$	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 194,396.70	$	$ 194,396.70
		Subtotal	*$ 562,331.18*	*$ -*	*$ 562,331.18*

Newport Senior Center (Vendor #177260)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44	$	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13	$	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44	$	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13	$ -	$ 52,577.13
		Subtotal	*$ 254,443.14*	*$*	*$ 254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70	$	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 82,665.23	$ -	$ 82,665.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70	$	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 106,995.23	$	$ 106,995.23
		Subtotal	*$ 262,163.86*	*$*	*$ 262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84	$	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29	$	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84	$	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29	$	$ 145,485.29
		Subtotal	*$ 750,710.26*	*$ -*	*$ 750,710.26*

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St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44	$ -	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$ -	$ -	$ -
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44	$ -	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$ -	$ -	$ -
		Subtotal	*$ 713,744.88*	$ -	*$ 713,744.88*

Strafford Nutrition NOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44	$ -	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85	$ -	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44	$ -	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85	$ -	$ 56,242.85
		Subtotal	*$ 281,238.58*	$ -	*$ 281,238.58*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28	$ -	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52	$ -	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28	$ -	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52	$ -	$ 63,517.52
		Subtotal	*$ 317,587.60*	$ -	*$ 317,587.60*

Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16	$ -	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11	$ -	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16	$ -	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11	$ -	$ 51,101.11
		Subtotal	*$ 255,578.54*	$ -	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$ -	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 801,138.24	$ -	$ 801,138.24
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$ -	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 858,735.46	$ -	$ 858,735.46
		Subtotal	*$ 4,293,693.52*	$ -	*$ 4,293,693.52*

05-95-93-930010-2608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP 100% FEDERAL FUNDS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Fiscal Details
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Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ 16,909.35	$ -	$ 16,909.35
102-500731	Contracts for Program Svs	2024	$ 67,621.18	$ -	$ 67,621.18
		Subtotal	*$ 84,530.53*	*$ -*	*$ 84,530.53*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ 324.40	$ -	$ 324.40
102-500731	Contracts for Program Svs	2024	$ 1,289.49	$ -	$ 1,289.49
		Subtotal	*$ 1,613.89*	*$ -*	*$ 1,613.89*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ 8,288.42	$ -	$ 8,288.42
102-500731	Contracts for Program Svs	2024	$ 33,161.79	$ -	$ 33,161.79
		Subtotal	*$ 41,450.21*	*$ -*	*$ 41,450.21*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ 11,029.60	$ -	$ 11,029.60
102-500731	Contracts for Program Svs	2024	$ 44,134.62	$ -	$ 44,134.62
		Subtotal	*$ 55,164.22*	*$ -*	*$ 55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ 4,647.03	$ -	$ 4,647.03
102-500731	Contracts for Program Svs	2024	$ 18,596.23	$ -	$ 18,596.23
		Subtotal	*$ 23,243.26*	*$ -*	*$ 23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ 24,727.39	$ -	$ 24,727.39
102-500731	Contracts for Program Svs	2024	$ 98,893.34	$ -	$ 98,893.34
		Subtotal	*$ 123,620.73*	*$ -*	*$ 123,620.73*

Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	($) 0	($) (4,557.62)	($) (4,557.62)
102-500731	Contracts for Program Svs	2024	($) 0	($) (18,239.39)	($) (18,239.39)
		Subtotal	*($) 0*	*($) (22,797.21)*	*($) (22,797.21)*

05-95-93-930010-2608 Summary for All Vendors

Fiscal Details
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Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ 65,926.19	$ 4,557.82	$ 70,484.01
102-500731	Contracts for Program Svs	2024	$ 263,696.65	$ 18,239.39	$ 281,936.04
		Subtotal	*$ 329,622.84*	*$ 22,797.21*	*$ 352,420.05*

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,962,725.43	$ -	$ 1,962,725.43
		2024	$ 2,013,437.26	$ -	$ 2,013,437.26
		Subtotal	*$ 3,976,162.69*	*$ -*	*$ 3,976,162.69*

Gibson Center for Senior Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 349,054.40	$ -	$ 349,054.40
		2024	$ 350,019.49	$ -	$ 350,019.49
		Subtotal	*$ 699,073.89*	*$ -*	*$ 699,073.89*

Grafton County Senior Citizens Council, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,144,783.27	$ -	$ 1,144,783.27
		2024	$ 1,202,923.86	$ -	$ 1,202,923.86
		Subtotal	*$ 2,347,707.13*	*$ -*	*$ 2,347,707.13*

Newport Senior Center

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 748,877.40	$ -	$ 748,877.40
		2024	$ 781,982.42	$ -	$ 781,982.42
		Subtotal	*$ 1,530,859.82*	*$ -*	*$ 1,530,859.82*

Ossipee Concerned Citizens

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 490,006.20	$ -	$ 490,006.20
		2024	$ 528,285.40	$ -	$ 528,285.40
		Subtotal	*$ 1,018,291.60*	*$ -*	*$ 1,018,291.60*

Rockingham Nutrition-MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 2,004,208.08	$ -	$ 2,004,208.08
		2024	$ 2,078,374.03	$ -	$ 2,078,374.03
		Subtotal	*$ 4,082,582.11*	*$ -*	*$ 4,082,582.11*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

St Joseph Community Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 2,815,970.42	$ -	$ 2,815,970.42
		2024	$ 2,815,970.42	$ -	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*	*$ -*	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 760,936.97	$ -	$ 760,936.97
		2024	$ 760,936.97	$ -	$ 760,936.97
		Subtotal	*$ 1,521,873.94*	*$ -*	*$ 1,521,873.94*

Tri-County Community Action Program

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 859,384.26	$ -	$ 859,384.26
		2024	$ 859,384.26	$ -	$ 859,384.26
		Subtotal	*$ 1,718,768.52*	*$ -*	*$ 1,718,768.52*

Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 730,459.59	$ 4,557.82	$ 735,017.41
		2024	$ 730,459.59	$ 18,239.39	$ 748,698.98
		Subtotal	*$ 1,460,919.18*	*$ 22,797.21*	*$ 1,483,716.39*

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 11,866,406.02	$ 4,557.82	$ 11,870,963.84
		2024	$ 12,121,773.70	$ 18,239.39	$ 12,140,013.09
		Subtotal	*$ 23,988,179.72*	*$ 22,797.21*	*$ 24,010,976.93*

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$ -	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 801,138.24	$ -	$ 801,138.24
2606-102-500731	Contracts for Program Svs	2023	$ 65,926.19	$ 4,557.82	$ 70,484.01
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$ -	$ 2,068,479.83

Fiscal Details
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9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 658,735.46	$ -	$ 658,735.46
2606-102-500731	Contracts for Program Svs	2024	$ 263,696.65	$ 18,239.39	$ 281,936.04
		Total	$ 23,988,179.72	$ 22,797.21	$ 24,010,976.93

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36	$ -	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66	$ -	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34	$ -	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82	$ -	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,659,873.70	$ -	$ 1,659,873.70
2606-102-500731	Contracts for Program Svs	all	$ 329,622.84	$ 22,797.21	$ 352,420.05
		Total	$ 23,988,179.72	$ 22,797.21	$ 24,010,976.93

Grand Total SFY23	2023	$ 11,866,406.02	$ 4,557.82	$ 11,870,963.84
Grand Total SFY24	2024	$ 12,121,773.70	$ 18,239.39	$ 12,140,013.09
Total Contract		$ 23,988,179.72	$ 22,797.21	$ 24,010,976.93

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Home Healthcare, Hospice and Community Services, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:

   Home Healthcare, Hospice, and Community Services, Inc.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,483,716.39

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C - Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1 – Amendment #1, Rate Sheet, which is attached hereto and incorporated by reference herein..

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

4/18/2023
Date

Name: Melissa Hardy
Title: Director, DLTSS

Home Healthcare, Hospice and Community Services, Inc.

4/18/2023
Date

Name: Maura McQueeney
Title: 4/18/2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/18/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

EXHIBIT C – Amendment 1

Payment Terms

1. This Agreement is funded by:
   1.1. 63.30% Federal funds,
      1.1.1. 22.42% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 8.11% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 16.59% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 8.79% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 5.85% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
      1.1.6. 1.54% Center for Medicaid/Medicare Services- HCBS Enhanced FMAP-ARP Funds.
   1.2. 36.70% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following

the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Amendment 1 - Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,176.00	$8.11	$ 277,167.36
Title IIIC1 Cong Meals	Per Meal	14,847.00	$8.11	$ 120,409.17
Title XX HD Meals	Per Meal	25,289.00	$8.11	$ 205,093.79
ARP Title IIIC2 HD Meals	Per Meal	9,456.00	$8.11	$ 76,688.16
ARP Title IIIC1 Cong Meals	Per Meal	6,301.00	$8.11	$ 51,101.11
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$
ARP HCBS	Per Meal	562.00	$8.11	$ 4,557.82
			Subtotal	$ *735,017.41*

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,176	$8.11	$ 277,167.36
Title IIIC1 Cong Meals	Per Meal	14,847	$8.11	$ 120,409.17
Title XX HD Meals	Per Meal	25,289	$8.11	$ 205,093.79
ARP Title IIIC2 HD Meals	Per Meal	9,456	$8.11	$ 76,688.16
ARP Title IIIC1 Cong Meals	Per Meal	6,301	$8.11	$ 51,101.11
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$
ARP HCBS	Per Meal	2,249	$8.11	$ 18,239.39
			Subtotal	$ *748,698.98*

Contractor Initials: DS
Date: 4/18/2023

45 GAC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,961.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.94
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	**$23,562,550.70**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 83,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM.	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Strafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

	Reviewer Name	Title
1	Thom O'Connor	Administrator II
2	Jean Crouch	Supervisor VII
3	Maureen Brown	Nutrition Consultant
4	Shawn Martin	Business Administrator

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF-HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13
		Subtotal	*$ 2,237,759.86*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00
		Subtotal	***$ 437,940.00***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	--Meals--Home Delivered (TIII)	2023	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86
		Subtotal	***$ 1,113,746.30***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Newport Senior Center (Vendor #177260)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36
		Subtotal	$ ***809,702.40***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17
		Subtotal	$ ***436,447.76***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38
		Subtotal	***$ 2,262,884.64***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #166093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42
		Subtotal	***$ 3,701,695.96***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51
		Subtotal	***$ 875,052.78***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community/Action Program (Vendor #177196)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83
		Subtotal	***$ 988,333.26***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17
		Subtotal	*$ 795,153.06*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

06-96-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
		Subtotal	***$ 13,658,716.02***

$ 13,658,716.02

Fiscal Details
RFA-2017-BEAS-06-NUTRI

06-95-48-481010-9265 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41
		Subtotal	*$ 934,774.82*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #156344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00
		Subtotal	$ *82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72
		Subtotal	$ *630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03
		Subtotal	$ *411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36
		Subtotal	$ *296,436.72*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #165197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24
		Subtotal	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00
		Subtotal	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29
		Subtotal	*$ 365,582.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83
		Subtotal	$ *412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79
		Subtotal	$ *410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
		Subtotal	$ *5,706,147.34*

$ 5,706,147.34

Fiscal Details
RFA-2017-BEAS-06-NUTRI

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63
		Subtotal	$ *719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00
		Subtotal	$ *176,798.00*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00
		Subtotal	***$ 506,875.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13
		Subtotal	***$ 254,443.14***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23
		Subtotal	*$ 221,613.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29
		Subtotal	*$ 750,710.26*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$ -
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$ -
		Subtotal	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85
		Subtotal	*$ 281,238.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52
		Subtotal	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11
		Subtotal	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Subtotal	*$ 4,197,687.34*

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	*$ 3,891,632.16*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services

		SFY	Contract Amount	
		2023	$	348,730.00
		2024	$	348,730.00
		Subtotal	*$*	*697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount	
		2023	$	1,125,400.37
		2024	$	1,125,400.37
		Subtotal	*$*	*2,250,800.74*

Newport Senior Center

		SFY	Contract Amount	
		2023	$	737,847.80
		2024	$	737,847.80
		Subtotal	*$*	*1,475,695.60*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	$ *954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	$ *3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	$ *5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	$ *1,521,873.94*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,662,650.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,662,650.70

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,275.35
Total Contract		$ 23,662,650.70

Subject: RFA-2023-BEAS-04-BEASN-10 (BEAS Nutrition)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street. Concord, NH 03301-3857	
1.3 Contractor Name VNA at HCS, Inc.		1.4 Contractor Address 321 Marlboro Street PO Box 564 Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-2253	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $1,460,919.18
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Maura McQueeney CEO CEO HCS	
1.13 State Agency Signature Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 6/7/2022	
1.17 Approval by the Governor and Executive Council *(If applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 6/6/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DS

Date 6/6/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/6/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended to read as follows:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant on each

day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service except

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their families;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Services

staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.12. Referring Clients to Other Services

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

1.13. Client Wait Lists

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.14. Criminal Background Check and BEAS State Registry Checks

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; clients who are blind or have low vision; and clients who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services hereunder, as well as clients declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Cheshire	All
Title III-C Congregate Meals	Cheshire	All
Title XX Home Delivered Meals	Cheshire	All
ARPA Home Delivered Meals	Cheshire	All
ARPA Congregate Meals	Cheshire	All

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 62.73% Federal funds,
      1.1.1. 22.77% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 8.24% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 16.85% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 8.92% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 5.95% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
   1.2. 37.27% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

EXHIBIT C

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	34,176	$8.11	$ 277,167.36
Title III-C Congregate Meals	Per Meal	14,847	$8.11	$ 120,409.17
Title XX Home Delivered Meals	Per Meal	25,289	$8.11	$ 205,093.79
ARPA Home Delivered Meals	Per Meal	9,456	$8.11	$ 76,688.16
ARPA Congregate Meals	Per Meal	6,301	$8.11	$ 51,101.11
Totals		90,069		$ 730,459.59

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	34,176	$8.11	$ 277,167.36
Title III-C Congregate Meals	Per Meal	14,847	$8.11	$ 120,409.17
Title XX Home Delivered Meals	Per Meal	25,289	$8.11	$ 205,093.79
ARPA Home Delivered Meals	Per Meal	9,456	$8.11	$ 76,688.16
ARPA Congregate Meals	Per Meal	6,301	$8.11	$ 51,101.11
Totals		90,069		$ 730,459.59
			Total Award	$ 1,460,919.18

Contractor Initials: DS
Date: 6/6/2022

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: VNA at HCS INC

DocuSigned by:

6/6/2022
Date

Name: Naura McQueeney
Title: CEOCEO HCS

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: VNA at HCS INC

6/6/2022
Date

DocuSigned by:
Name: Laura McQueeney
Title: CEOCEO HCS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

6/6/2022
Date

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: VNA at HCS INC

6/6/2022
Date

DocuSigned by:
Signature of
Name: Maura McQueeney
Title: CEOCEO HCS

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: VNA at HCS INC

6/6/2022
Date

DocuSigned by:
Name: Laura McQueeney
Title: CEOCEO HCS

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: VNA at HCS INC

6/6/2022
Date

Name: Maura McQueeney
Title: CEOCEO HCS

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials

Date 6/6/2022

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	VNA at HCS INC
The State	Name of the Contractor
Christine Santaniello	
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Maura McQueeney
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CEOCEO HCS
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/6/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: VNA at HCS INC

6/6/2022
Date

DocuSigned by:
Name: Maura McQueeney
Title: CEOCEO HCS

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 06 06 2022

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____X_____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____X_____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DS

Date 6/6/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials DS

Date 6/6/2022

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit), will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization; National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract. .

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches Immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Newport Senior Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,180,419.92

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #3.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1, Rate Sheet, Amendment #3.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1, Rate Sheet, Amendment #2, by replacing it in its entirety with Exhibit C-1 Rate Sheet, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/24/2025
Date

DocuSigned by:
Melissa Hardy
1323A24040DF495...

Name: Melissa Hardy
Title: Director, DLTSS

Newport Senior Center, Inc.

2/21/2025
Date

DocuSigned by:
Larry K. Eaton
DAD38D3AC5EC48A...

Name: Larry K. Eaton
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/25/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146D
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,644.00	$8.11	$ 280,962.84
Title IIIC1 Cong Meals	Per Meal	15,276.00	$8.11	$ 123,888.36
Title XX HD Meals	Per Meal	25,373.00	$8.11	$ 205,775.03
ARP Title IIIC2 HD Meals	Per Meal	9,204.00	$8.11	$ 74,644.44
ARP Title IIIC1 Cong Meals	Per Meal	6,483.00	$8.11	$ 52,577.13
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	1,360.00	$8.11	$ 11,029.60
			Subtotal	*$ 748,877.40*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,644	$8.11	$ 280,962.84
Title IIIC1 Cong Meals	Per Meal	15,276	$8.11	$ 123,888.36
Title XX HD Meals	Per Meal	25,373	$8.11	$ 205,775.03
ARP Title IIIC2 HD Meals	Per Meal	9,204	$8.11	$ 74,644.44
ARP Title IIIC1 Cong Meals	Per Meal	6,483	$8.11	$ 52,577.13
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	5,442	$8.11	$ 44,134.62
HB2 - 7872	Per Meal	71,049	$0.57	$ 40,497.93
HB2 - 9255	Per Meal	25,373	$0.57	$ 14,462.61
			Subtotal	*$ 836,942.96*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	38,077	$8.68	$ 330,508.36
Title IIIC1 Cong Meals	Per Meal	8,564	$8.68	$ 74,335.52
Title XX HD Meals	Per Meal	30,062	$8.68	$ 260,938.16
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	16,178	$8.68	$ 140,425.04
HB2 - 9255	Per Meal	6,758	$8.68	$ 58,659.44
			Subtotal	*$ 864,866.52*

7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	57,680	$8.68	$ 500,662.40
Title IIIC1 Cong Meals	Per Meal	5,139	$8.68	$ 44,606.52
Title XX HD Meals	Per Meal	36,820	$8.68	$ 319,597.60
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 864,866.52*

7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	57,680	$8.68	$ 500,662.40
Title IIIC1 Cong Meals	Per Meal	5,139	$8.68	$ 44,606.52
Title XX HD Meals	Per Meal	36,820	$8.68	$ 319,597.60
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 864,866.52*
			Total	$ 4,180,419.92

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LkE
Contractor Initials

2/21/2025
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEWPORT SENIOR CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 11, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 60736

Certificate Number: 0005768525

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Judy Wilson, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Newport Senior Center, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 1, 2005, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Larry K. Eaton, President and/or Vice President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Newport Senior Center, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/24/25

Judy Wilson
Signature of Elected Officer
Name: Judy Wilson
Title: Secretary

Docusign Envelope ID: E16239A8-6C72-43D6-A987-4C4888C5E089

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2024

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	CONTACT NAME: Ana O'Donnell, CPIW, CIC	
The Hilb Group New England, LLC PO Box 606 Keene NH 03431	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: aodonnell@hilbgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance Co of America	12572
INSURED NEWPORT SENIOR CENTER INC. 76 S MAIN ST PO Box 387 NEWPORT NH 03773-1804	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24/25 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER			S 2576139	04/18/2024	04/18/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S 2576139	04/18/2024	04/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2576139	04/18/2024	04/18/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9100359	04/18/2024	04/18/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	PROFESSIONAL LIABILITY			S 2576139	04/18/2024	04/18/2025	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

3a state: NH

All officers included

CERTIFICATE HOLDER

State of NH Department of Health & Human Services
129 Pleasant St.
Concord NH 03301-3857

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

SULLIVAN COUNTY NUTRITION SERVICES
NEWPORT SENIOR CENTER, INC.
P.O. BOX 387 • 76 SOUTH MAIN ST. • NEWPORT • NEW HAMPSHIRE • 03773

BRENDA BURNS, Executive Director- (603) 863-5139

MISSION STATEMENT

It is the mission of the Newport Senior Center, Inc. and Sullivan County Nutrition Services…

1. To provide services to the elderly of Sullivan County (N.H.) and to assist them in achieving self-sufficiency, especially for those that are incapacitated.

2. To help older citizens secure maximum independence and dignity in a home environment with the assistance of support services.

3. To locate and identify hard to reach and isolated elderly, on a face-to-face basis, and disseminate information about services that are available.

4. To provide older Americans, particularly those in the greatest social and economic need, with sound nutritional meals and nutrition services, including nutrition education and outreach, in a group setting. To help reduce the isolation of old age.

This mission is carried out through meal, elder support and transportation services as funded by the federal government, state, local communities and the generous support of individual citizens.

Larry K. Eaton, President
Newport Senior Center, Inc.

Brenda L. Burns, Executive Director
Sullivan County Nutrition Services

Dated:

Contained in Employee Handbook, Page 3 – Goals & Objectives Section and Revisited Annually

Newport Senior Center Inc.

Financial Statements
June 30, 2024 and 2023

NEWPORT SENIOR CENTER, INC

Financial Statements
June 30, 2024 and 2023 Comparative

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McLARNEY
& COMPANY, LLC
Certified Public Accountants
www.mclarneyco.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Newport Senior Center, Inc.

Opinion

We have audited the accompanying financial statements of Newport Senior Center, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Newport Senior Center, Inc. as of June 30, 2024, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Newport Senior Center, Inc., and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Newport Senior Center, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

6 Courthouse Lane,
Chelmsford, MA 01824
Phone: (978) 453-2222
Fax: (978) 453-2882

One Tremont St.
Concord, NH 03301
Phone: (603) 224-4990
Fax: (603) 226-0030

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Newport Senior Center, Inc..'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Newport Senior Center, Inc..'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Newport Senior Center, Inc.'s 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 6, 2024. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 22, 2025, on our consideration of Newport Senior Center, Inc. internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Newport Senior Center, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Newport Senior Center, Inc. s internal control over financial reporting and compliance.

McLarney & Company LLC

McLarney & Company, LLC
Chelmsford, MA
January 22, 2025

Newport Senior Center, Inc.
Statements of Financial Position
As of June 30, 2024
(With Comparative Totals for 2023)

	ASSETS Without Donor Restrictions	With Donor Restrictions	2024 Total	2023 Total
Current Assets				
Cash (Note 1)	$ 1,748,943	$ 1,489	$ 1,750,433	1,608,314
Inventory	20,019	-	20,019	20,020
Contract receivables (Note 2)	73,801	-	73,801	54,199
Short-term Investments	51,908		51,908	50,128
Interfund receivables	-	-	0	379
Cares Act Receivable	252,450		252,450	252,450
Prepaid Expenses	29,631	-	29,631	7,123
Total Current Assets	2,176,752	1,489	2,178,241	1,992,612
Fixed Assets (Note 1)				
Land	15,760	-	15,760	15,760
Furniture, fixtures, vehicles and equipment	1,730,739	-	1,730,739	1,730,739
	1,746,499	-	1,746,499	1,746,499
Accumulated Depreciation	(931,766)	-	(931,766)	(880,878)
Total Fixed Assets, Net	814,733	-	814,733	865,622
TOTAL ASSETS	$ 2,991,485	$ 1,489	$ 2,992,973	$ 2,858,233
LIABILITIES AND NET ASSETS				
Current Liabilities				
Accounts Payable	$ 29,398	$ -	$ 29,398	$ 41,530
Accrued Payroll & Payroll Tax Payable	24,699	-	24,699	18,730
Interfund payable	1,205	-	1,205	-
Total Current Liabilities	55,302	-	55,302	60,260
Net Assets (Note 3)				
Board restricted: Title IIIB and Title IIIC	1,925,912	-	1,925,912	1,780,995
Operating fund	1,010,269	1,489	1,011,758	1,016,978
Total Net Assets	2,936,181	1,489	2,937,670	2,797,973
TOTAL LIABILITIES AND NET ASSETS	$ 2,991,485	$ 1,489	$ 2,992,973	$ 2,858,233

See Accompanying Notes and Auditor's Report

Newport Senior Center, Inc.
Statements of Activities
For the Years Ended June 30, 2024
(With Comparative Totals for 2023)

	Without Donor Restictions	With Donor Restrictions	2024 Total	2023 Total
PUBLIC SUPPORT:				
Contracts :State of New Hampshire:				
Title IIIC, Nutrition Services	414,818	$ -	414,818	397,009
Title IIIB, Transportation and Elder Support	39,649	-	39,649	39,530
Title XX, Social Services Block Grant	205,775	-	205,775	220,925
Nutritional Services Incentive Program (NSIP)	83,609	-	83,609	86,262
Title XIX, Home and Community Based Care (HCBC)	200	-	200	27,681
State of NH Covid Funds	127,222	-	127,222	127,222
Total State Contract Revenue	871,273	-	871,273	898,629
Cash Matching:				
Client Fees Non-Federal Share	86,734	-	86,734	107,213
Town Subsidies	33,978	-	33,978	29,202
Donations and Gifts	73,114	-	73,114	84,922
Total Public Support	193,826	-	193,826	221,337
OTHER REVENUE:				
Rent and cleaning	472	-	472	335
Fund-raising activities	60,506		60,506	18,075
Membership dues	4,255	-	4,255	3,065
Gift shop revenue	4,222	-	4,222	1,893
Interest	7,465	-	7,465	3,085
Misc Income		-		625
Assets Released From Restriction				
Total Other Revenue	76,919	-	76,919	27,077
TOTAL REVENUE AND SUPPORT	1,142,018	-	1,142,018	1,147,043
Functional Expenses				
Program Services				
Senior Center	84,990	-	84,990	63,089
Sullivan Nutrition Title IIIB	41,215	-	41,215	47,650
Sullivan Nutrition Title IIIC	851,001	-	851,001	895,477
Total Program Expenses	977,206	-	977,206	1,006,216
Supporting Services				
General & Administrative	16,044	-	16,044	7,073
Fund Raising	3,851	-	3,851	3,321
Total Supporting Services	19,896		19,896	10,394
TOTAL FUNCTIONAL EXPENSES	997,101	-	997,101	1,016,610
CHANGE IN NET ASSETS	144,917	-	144,917	130,433
Net Assets - Beginning of Year	2,791,264	1,489	2,792,753	2,662,320
NET ASSETS - END OF YEAR	$ 2,936,181	$ 1,489	$ 2,937,670	$ 2,792,753

Newport Senior Center, Inc.
Statements of Functional Expenses
For the Years Ended June 30, 2024
(With Comparative Totals for 2023)

	PROGRAM SERVICES							2024	2023
		Sullivan Nutrition							
	Senior Center	Title IIIB	Title IIIC	Trip Program	Program Services	General & Administrative	Fund Raising	Total Expenses	Total Expenses
Salary & Wages	$ 4,903	$ 19,524	$ 326,724		$ 351,151			$ 351,151	$ 323,820
Benefits			811		811			811	1,309
Payroll Taxes	-	2,423	24,259		26,682	26		26,708	24,336
Training & Education			168		168			168	
Dues and Subscriptions	150	550	2,739		3,439	-		3,439	3,576
Professional Fees		5,000	7,777		12,777	210		12,987	12,941
Occupancy Costs					-			0	700
Food & Supplies	379		385,377		385,756	-		385,756	442,057
Fund Raising Program Costs					-		3,851	3,851	3,321
Repairs & Maintenance	13,772				13,772	6,309		20,082	23,560
Utilities	34,031				34,031	2,635		36,666	38,113
Telephone	709	1,600	2,735		5,044	0		5,044	4,423
Postage	264	125	604		993	0		993	1,011
Transportation		6,317	47,438	7,656	61,411	0		61,411	47,828
Travel		-	-		-	980		980	1,255
Insurance		3,500	13,715		17,215	5,596		22,812	16,522
Advertising	67	750	5,118		5,935			5,935	2,141
Office Expenses	85	1,425	5,621		7,131	289		7,420	6,152
Depreciation and Amortization	22,973		27,915		50,888			50,888	63,545
TOTAL EXPENSES	$ 77,334	$ 41,215	$ 851,001	$ 7,656	$ 977,206	$ 16,044	$ 3,851	$ 997,101	$ 1,016,609

Newport Senior Center, Inc.
Statements of Cash Flows
Year Ended June 30, 2024
(With Comparative Totals for 2023)

	2024 Total	2023 Total
Cash Flows From Operating Activities		
Change in Net Assets	$ 144,917	$ 116,813
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	50,888	63,545
(Gain) loss on disposition of assets	-	-
(Increase) decrease in inventory	1	1,990
(Increase) decrease in grants receivable	(19,602)	52,940
(Increase) decrease in Cares Act Receivable	0	0
(Increase) decrease in prepaid expenses	(27,726)	(5,473)
(Increase) decrease in interfund receivables/Payables	1,584	(4)
Increase (decrease) in accounts payable	(12,132)	(7,369)
Increase (decrease) in accrued and payroll taxes payable	5,969	(1,394)
Total adjustments	(1,018)	104,235
Net Cash Provided (Used) by Operating Activities	$ 143,899	$ 221,048
Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	$ -	$ -
Cash Flows From Investing Activities		
Purchase of Certificates of Deposit	(1,780)	(50,128)
Purchase of Fixed Assets	-	(13,244)
Net Cash Provided (Used) by Investing Activities	$ (1,780)	$ (63,372)
NET INCREASE (DECREASE) IN CASH	$ 142,119	$ 157,676
CASH, RESTRICTED CASH AT BEGINNING OF YEAR	$ 1,608,314	$ 1,450,638
CASH, RESTRICTED CASH AT END OF YEAR	$ 1,750,433	$ 1,608,314
Reconciliation of cash, cash equivalanents and restricted cash on the statement of financial position		
Cash And Cash Equivilants	$ 1,748,944	$ 1,606,825
Restricted cash for Senior Center Trips	1,489	1,489
Total cash	$ 1,750,433	$ 1,608,314

See Accompanying Notes and Auditor's Report

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

The Newport Senior Center, Inc., is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Organization is not a private foundation within the meaning of Section 509(a). The purpose of the Organization is to operate a community center, which serves the elderly residents of Newport, Claremont, Charlestown and surrounding areas.

Major sources of funds for operations are received from the State of New Hampshire Division of Elderly and Adult Services.

Program Services

Following are descriptions of the program services provided by the Organization:

Senior Center - Providing elderly citizens with such services including, but not limited to, health, education, general counseling and recreation.

Sullivan Nutrition - Providing nutritional, transportation and outreach services to area elderly citizens.

Trip Program - Providing the opportunity for overnight and day trip activities for elderly citizens.

Comparative Financial Information

The accompanying financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with our audited financial statements for the year ended June 30, 2023, from which the summarized information was derived.

Cash, Cash Equivalents, and Restricted Cash

We consider all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to building projects, endowments that are perpetual in nature, or other long-term purposes are excluded from this definition.

Certificates of Deposit:

The Organization purchased certificates of deposit during the year ended June 30, 2023. The certificates are carried on the books at cost plus accrued interest. These certificates mature within twelve months and are classified as current assets. The details of the certificates are as follows on June 30, 2023:

2023

Bank	Amount	Maturity	Interest Rate
Texas Security Bank	$ 25,003	5/24/2024	5.20%
Zions Bankcorp	25,125	11/16/2023	5.10%
Certificates of Deposit	$ 50,128		

2024

Bank	Amount	Maturity	Interest Rate
M& T Cash Account	$ 25,908		
CD Associated Bank	26,000	11/27/2025	5.40%
Certificates of Deposit	$ 51,908		

The Organization earned $1,780 and $128 in interest on these Certificates during the year ended June 30, 2024 and 2023 respectively and these amounts are included as part of the interest income amount in the statement of activities.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor- or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets with Donor Restrictions – We report contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.]

Revenue & Revenue Recognition
Contact Revenue :
Revenue is recognized as services are rendered using the accrual method of accounting. We recognize revenue from sales of food products and services when the performance obligations of transferring the products and providing the services are met. The Organization has contracts with the State of New Hampshire to provide nutritional services to the elderly at predetermined unit rates subject to a maximum number of units. As we deliver the meals, we bill the State of New Hampshire according to the amount contained in the various contracts for the specific client being served.

Contract Revenue continued
In 2018, the Financial Accounting Standards Board (FASB) issued ASU 2018-08 which provided clarifications on how non-governmental organizations should recognize contributions in accordance with ASC topic 958. This guidance also applies to various grants that non-profit organizations often receive. When determining recognition of grant revenue, the first step is to determine if the transaction is an exchange transaction or a contribution. The key difference between an exchange transaction and a contribution is commensurate value which refers to reciprocal benefits of equal value flowing between two parties to an agreement. Benefits provided to the public does not constitute commensurate value to the resource provider. Therefore, most, if not all, of the grants received by the Organization during the years ended June 30, 2024 and 2023 were considered contributions. If it is determined that the grant qualifies as a contribution the next step is to determine if the contribution is conditional or Unconditional. If a grant is determined to be unconditional, revenue is recognized when the grant is received. If a grant is determined to be conditional based on the following criteria there will be no revenue recognition of the grant until the conditions are met. Two things need to exist for the grant to be considered conditional:

1. There is a barrier the nonprofit must overcome to be entitled to the resources, and
2. The contributor retains a right of return for the resources provided or more simply put, the funding needs to be returned or is not received if certain conditions are not met. The grant agreement must make it sufficiently clear that there is a right of return for this component to be met.

Any amount not used in the year they are received are recognized as refundable advances with donor restrictions at yearend and disclosed in the financial statements. The Organization had no non-refundable advances from grants considered conditional on June 30, 2024.

Occasionally, a portion of our revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when we have incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position. We received cost-reimbursable grants of $0 and $0 that have not been recognized at June 30, 2024 and 2023 respectively, No amounts have been received in advance under our federal and state contracts and grants.

Fundraising Revenue:
Is revenue derived from the providing of recreational activities to the senior population in the towns we serve. We charge a fee for the cost of those services to the members who wish to participate. This revenue earned when the activity is provided which may be in advance of the receipt of funds. These

funds are restricted until the activity occurs. At June 30, 2023 the Organization had received $1,489 in advance of a trip which occurred after the year end. This amount is recorded as restricted revenue and restricted cash on June 30, 2024.

Gift Shop Revenue:
The Organization runs a small gift shop and recognizes revenue as the items are purchased and delivered to our customers.

Revenue & Revenue Recognition Continued

Membership Dues:
The organization charges a small amount to be a member of the Senior Center each year. This revenue is recognized when received and is all earned within the fiscal year of the Organization. No amounts were recorded as unearned at the year ended June 30, 2024 or 2023.

Rental Revenue:
Occasionally the organization rents out part of its facility to organizations that provide services to our members. We recognize revenue when the rental of the facility occurs.

Contributions
We recognize contributions when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

In-Kind Donations Non-Financial Contributions
The Organization occasionally, receives in-kind donations of space, food, and volunteer services. Volunteers contribute significant amounts of time to our program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. We record donated professional services at the respective fair values of the services received: No significant contributions of such goods or services were received during the year ended June 30, 2024 or 2023.

Contract Receivable
Receivables from contracts with the State of New Hampshire are reported as Contracts Receivable, net in the accompanying statement of financial position. Contract liabilities are reported as deferred revenue in the accompanying statement of financial position. Contract Receivable are considered by management to be fully collectible and accordingly no allowance for doubtful accounts is considered necessary.

We determine the allowance for uncollectable accounts receivable based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contract receivables are written off when deemed uncollectable. At June 30, 2024 and 2023, the allowance was $0

Contributions Receivable

We record unconditional promises to give that are expected to be collected within one year at net realizable value. Unconditional promises to give expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the statement of activities. We determine the allowance for uncollectable promises to give based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Promises to give are written off when deemed uncollectable.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function Salaries and wages, benefits, payroll taxes, and certain other expenses are allocated based on estimates of time and effort. Other expenses that are common to several functions are allocated as appropriate.

Inventory

Inventory consists of purchased food and supplies used for the Sullivan Nutrition Program. Inventory is carried at cost and is determined by the first-in, first-out method.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at the approximate fair value at the date of donation. Newport Senior Center, Inc. follows the policy of capitalizing, at cost, all expenditures for fixed assets in excess of $1,500. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	Years
Land	-
Building and improvements	30-39
Furniture, fixtures and equipment	3-30
Automobiles	5

When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any resulting gain or loss is included in the statements of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently. Depreciation expense recognized in these financial statements for the years ended June 30, 2024 and 2023 was $50,888 and $63,545, respectively. We review the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the years ended June 30, 2024 or 2023.

Advertising Costs

Advertising costs are expensed as incurred and approximated $5,935 and $2,141 during the years ended June 30, 2024 and 2023 respectively.

Income Taxes

The organization is organized as a nonprofit corporation and has been recognized by the IRS as exempt from federal income taxes under IRC Section 501(c)(3). and is classified as other than a private foundation as defined by section 590(a) of the IRC Thus it qualifies for the charitable contribution deduction under IRC Sections 170(b)(1)(A)(vi). The organization is annually required to

Income Taxes Continued:

file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. Therefore, it is generally exempt from federal and state income taxes except for tax on unrelated business income, if any. Management has determined that substantially all of the Organization's income, expenditures, and activities relate to its exempt purpose, therefore, the Organization is not subject to material unrelated business income taxes and will continue to qualify as a tax-exempt entity. Accordingly, no provision for income taxes has been included in the accompanying financial statements.

The Organization is required to evaluate and disclose tax positions that could have an effect on the Organization's financial statements. There are no uncertain tax positions considered to be material. The Organization reports its activities to the Internal Revenue Service and to the State of New Hampshire on an annual basis. These informational returns are generally subject to audit and review by the governmental agencies for a period of three years after filing, the open years subject to audit are fiscal years 2021, 2022 and 2023, presently the Organization is not subject to audits for any of the open tax years.

Use of Estimates

The preparation of the financial statements in accordance with Generally Accepted Accounting Principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

Note 2 Contracts and Other Receivables

Due from the State of New Hampshire-	**2024**	**2023**
Division of Elderly and Adult Services for:		
Nutrition Services Incentive Program	$ 1,123	$ 20,727
Health	6,937	0
Title IIIC, Congregate Meals and Home Delivered Meals	51,822	13,925
Title XX, Home Delivered	11,673	11,673
Disparity Grant	580	5,425
Title IX, Grab & Go Meals	1,192	2,449
Total Due From Contracts State of New Hampshire	73,326	54,199
Due from Others:		
Bar Harbor Bank & Trust	-	-
Town of Newport	475	-
Total Due from Others	475	-
Accounts Receivable	$ 73,801	$ 54,199

3. RESTRICTIONS ON NET ASSETS

Amounts in restricted net assets represent revenues received but not expended for their restricted purpose. Net assets in the trip fund are restricted to being used for overnight and day trips for elderly citizens. These restricted funds amounted to $1,489 on June 30, 2024, and 2023 respectively. The Board restricted net assets consist of net assets that have been restricted by the Board of Directors for use in the Sullivan County Nutrition program. These Board restricted net assets were $1,925,212 and $1,780,995 for the years ended June 30, 2024 and 2023 respectively.

4. CONCENTRATIONS

The Organization had one (1) major contractor, the State of New Hampshire, accounting for approximately 76% and 79% of support for the years ending June 30, 2024 and 2023, respectively. Substantially, all the Organizations accounts receivable are due from the State of New Hampshire.

The Organization has a potential concentration of credit risk in that it maintains most of its cash and cash equivalents at one financial institution. Deposits are insured up to $250,000 in any one institution at June 30, 2024 and 2023 cash exceeded these limits by $1,272,256 and $1,109,919 respectively and was over the limit throughout the year. The Organization has not experienced any losses in such accounts, nor does it believe that the cash and cash equivalents are exposed to any significant risk for the periods ended 2024 and 2023.

5. FUNCTIONAL EXPENSES

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

6. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2024	2023
Cash	$1,750,433	$1,608,314
Short term investments	$51,908	$50,128
Contracts Receivable	73,801	54,199
Cares Act Receivable	252,450	252,450
Prepaid Expenses	29,631	7,123
Inventory	20,019	20,020
	$2,178,241	$1,992,233

Newport Senior Center, Inc. is substantially supported by restricted contractual or grant payments which are all expected to expire within a twelve-month period. Because a contact's or grant's restrictions requires resources to be used in a particular manner or in a future period Newport Senior Center, Inc. must maintain sufficient resources to meet those responsibilities. As part of Newport

Senior Center, Inc. liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. As part of our liquidity management plan, we invest cash in excess of daily requirements in short-term investments, CDs, and money market funds.

7. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through January 22, 2025 which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended June 30, 2024. No additional disclosers were required.

8: Refundable Tax Credits- Employer Retention Credit

In the years ended June 30, 2022 and 2021, the Company filed a claim for $171,369 and $81,081 respectively of refundable tax credits in accordance with the Employer Retention Credit (ERC) program, authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, as amended by subsequent legislative changes.

In accordance with the ERC program, a Company is eligible for an ERC if, due to the COVID-19 pandemic, there has been a significant decline in gross receipts in the current year as compared with 2019 gross receipts, or a full or partial shutdown based on a governmental order. The ERC is computed based on a percentage of qualified wages (including qualified health insurance expenses) incurred during the year, with a maximum annual credit per employee.

The Company's policy is to account for the ERC as a grant using guidance analogous to a conditional contribution found in ASC Subtopic 958-605, *Not-for-Profit Entities- Revenue Recognition*. In accordance with ASC Subtopic 958-605, the ERC is recognized and recorded as income in the statement of income when the conditions required for the ERC are substantially met.

9. Supplemental Disclosure of Cash Flow Information

The Organization did not receive any in-kind contributions recorded in the financial statements for the years ended June 30, 2024, and 2023. The Organization paid no intertest or income taxes for the years ended June 30, 20243, and 2023.

McLARNEY
& COMPANY, LLC
Certified Public Accountants
www.mclarneyco.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directorsof
Newport Senior Center, Inc

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Newport Senior Center, Inc(a nonprofit organization), which comprise the statement of financial position as of June 30, 2024 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 22, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Newport Senior Center, Inc internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Newport Senior Center, Inc's internal control. Accordingly, we do not express an opinion on the effectiveness of Newport Senior Center, Inc's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Newport Senior Center, Inc's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McLarney & Company, LLC

Concord, NH
January 22, 2025

6 Courthouse Lane,
Chelmsford, MA 01824
Phone: (978) 453-2222
Fax: (978) 453-2882

One Tremont St.
Concord, NH 03301
Phone: (603) 224-4990
Fax: (603) 226-0030

NEWPORT SENIOR CENTER, INC.

P.O. BOX 387 • 76 SOUTH MAIN STREET • NEWPORT, NH 03773 • (603)863-3177

BOARD OF DIRECTORS

PRESIDENT- 1 Year Term

Larry K. Eaton

[redacted]

VICE PRESIDENT-1 Year Term

Larry Flint

[redacted]

TREASURER- 1 Year Term

Beth Pitkin

[redacted]

SECRETARY- 1 Year Term

Judy Wilson- 3 Year Term

[redacted]

BOARD MEMBERS

Robin Bellinger – 3 Year Term (22)

[redacted]

Ann Marie Fowler– 2 Year Term (24)

[redacted]

Jeffrey Cornish (1 yr. term)- 2024

[redacted]

SULLIVAN COUNTY NUTRITION SERVICES
NEWPORT SENIOR CENTER, INC.
P.O. BOX 387 • 76 SOUTH MAIN ST. • NEWPORT • NEW HAMPSHIRE • 03773
Newport Site- 863-3177 • Claremont Site- 543-3072

BRENDA BURNS, Executive Director- [redacted]

Resume of Key Personnel

Brenda Burns

[redacted]

Objective: To obtain a professional position utilizing my strong work ethic, dedication and willingness and ability to increase knowledge.

Experience:

Newport Senior Center/Sullivan County Nutrition Services Newport, NH
1995-Current

Executive Director

- Coordinate and manage multiple priorities and projects while paying attention to detail
- Train individuals in QuickBooks, Microsoft suite and internet
- Supervise and inspire 25 employees
- Great interpersonal communication skills while working with 800 clients and approximately 50 volunteers including, resolving issues and managing customer relations with exemplary service to all customers
- Re-evaluated and developed techniques to improve delivery of services, resulting in increased revenues and decreased expenses
- Created efficiency within the program with improved organizational skills of the employees and delivery of service
- Demonstrated the ability to multi-task, therefore establishing an understanding of the operations of a non-profit organization
- General accounting functions, maintained journals, tax reporting, banking of $1.4 million cash flow and bank reconciliations
- Budget preparations for Federal, State and Local funds
- Coordinate menus, delivery routes, employees and volunteers
- Performed administrative and secretarial support functions for the remote Executive Director before being promoted to Executive Director
- Successfully written grants needed to sustain non-profit stability

- Client assessments with demonstrated abilities to keep composure while preserving strict confidentiality.
- Oversee and perform all operations including audits, payroll, employer tax reporting, new hire reports, A/P, A/R in QuickBooks
- Promoted within the organization for every position within the organization until being promoted to Executive Director

Prior years' work experiences available upon request.

Education

Claremont Stevens High School (1986)
Business Courses of Studies

New England School of Hair Design (1988)
Cosmetology, Creative Nail Design

Creative Cake Design
Certificate (1990)

Independent Correspondence School (2001)
Secretarial Science

College for Lifelong Learning
Word, Excel, Power Point, and Access

River Valley Community College (2009)
Associates in Science- Accounting Major
Phi-Theta Kappa Honor Society
Graduated Cum Laude

Rockhurst University Continuing Education Center
Payroll Law Certificate (2010)

Rockhurst University Continuing Education Center
Essentials for Personnel and HR Assistance Certificate (2010 & 2012)

Rockhurst University Continuing Education Center
Management Skills Certificate (2012)

Rockhurst University Continuing Education Center
How to Communicate with Tact, Professionalism, and Diplomacy Certificate (2012)

Community involvement

- Committed to helping those less fortunate. Serve as Co-Chairman of the Newport Willey-Perra Christmas program for needy families.
- Served as Chairman of Newport Revitalization Committee for two years. I am now a member..
- Served as Vice-Chair of the Sullivan County, Regional Coordinating Council (RCC). I am now a member of the RCC.

Beverly LaClair
[redacted]

Food Service Supervisor

I am currently employed with this organization and am interested in climbing the ladder to Food Service Supervisor. I have been dedicated to presenting a delicious meal and look forward to excelling in my strengths.

Skills

- Strong communication skills
- Able to prioritize
- Team player and can work independently
- Able to multi-task
- Already have background knowledge of the position available

Strength

- Ready to work in a team and individually
- Time management
- Easy learner
- Able to do other duties as assigned
- Focused on getting the job done
- Excellent Organizational Skills

Education

1970 Typing certificate
1975 GED
Serv-Safe Certified

References

Joan Kennett	(603) 542-6583	Old colleague
Linda Lee	(603) 542-0001	Long-time friend

CHANTILLE J. BAILEY

OBJECTIVE

To obtain a position that will enable me to utilize my administrative/clerical background, strong organizational skills and/or ability to give great customer service.

SKILLS & ABILITIES

Schedule management Ability to work independently or with a team
Strong work ethic Proficient in computer & smart phone skills
Great customer service Strong verbal & written communication skills
Time management Excellent editing skills
Detail oriented Efficient

EXPERIENCE

SELF-EMPLOYED, PROFESSIONAL MANAGEMENT CONSULTANT
August 2018 –Current
General administrative/clerical duties including, but not limited to, scheduling appointments, coordinating events, creating & proofreading professional documents, data entry, email
marketing, answering phones, client follow-up, customer service and assisting in other various
daily operations

MANAGER, EVERYTHING BRIDAL & TUXEDO
April 2013 –August 2018
Customer service, inventory management, employee management & retention, scheduling, inventory ordering, vendor relations, determining inventory prices to adhere to proper sales margins, operation of Point-Of-Sale system, bank deposits, training all new-hires, job designation for all employees

MANAGER, EVANS EXPRESSMART [FORMERLY NEW LONDON MINI MART]
April 2009 –April 2013
Customer service, inventory management & control, employee management & retention, scheduling, vendor relations, display resets, day-to-day stock rotation and merchandising, operation of Point-Of-Sale system, bank deposits, training all new-hires, job designation for all employees

EDUCATION

KEARSARGE REGIONAL HIGH SCHOOL –457 NORTH RD, NORTH SUTTON, NH 03260
September 2003 –June 2007, Graduated, High School Diploma

REFERENCES

PAULA MAXWELL LINDSEY SOULIOTIS JAKE MICAL
Current Client Former Employer Former Employer
603.266.7820 603.558.2084 603.219.9376

Kari Smith

[redacted]

Work Experience

Administrative Assistant Sullivan County Nutrition Services - Newport, NH
July 2022 to Present

I answer the phones and direct the calls to appropriate department. I take down messages and relay them appropriately. I make daily counts for each driver and make any changes as needed. I assist with recertifications of clients and enrolling new clients in our programs. I assist with any extra project which needs to be done. I schedule rides for our senior transportation daily. I count daily donations and log them appropriately. I input all numbers and totals in the computer daily and monthly.

Kitchen Staff Member Underwood catering - Claremont, NH
September 2021 to June 2022

I worked in the kitchen of Claremont Middle School preparing and serving breakfast and lunch to the kids and staff daily. My day started around 6am and at that time I would prepare breakfast bags for all 3grades in the middle school. I would also log the temperatures of the coolers and freezer. Then I would move onto preparing fresh yogurt parfaits, freshly made sandwiches and wraps. I also would cut fresh fruits and vegetables for the salad bars we would have for the lunch. After those tasks were completed. I would help my coworkers on tasks that still needed to be done and then I would begin to set up the service line for lunch and write the lunch menu on the board so the kids were able to see what was available. Our next task was to serve lunch from 11:30 am to 1pm. The ending task for the day was cleanup and wash everything down to have it ready for the next day,

Kitchen Manager Demoulas Market Basket
May 2010 to March 2017

• Tended to customers respectfully and politely• Answered phone calls properly and professionally• Worked with a schedule and scheduling others• Operated under rules and regulations• Communicated well with coworkers and customers• Kept a neat and clean work area

Education

High school or equivalent in General
Colebrook Academy - Colebrook, NH
August 1993 to June 2005

Skills:

6 Years food prep

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Newport Senior Center, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Brenda Burns	Executive Director	$60,000.00	$60,000.00
Beverly LaClair	Food Service Supervisor	$40,040.00	$40,040.00
Chantille Bailey	Elder Support Supervisor	$18,270.00	$18,270.00
Kari Smith	Administrative Assistant	$27,300.00	$27,300.00
		$0.00	$0.00
		$0.00	$0.00

ARC

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Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	**$24,010,976.93**	**$14,196,495.71**	**$38,207,472.64**	

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

- Home delivered meals delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury;
- Grab-n-Go meals defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle; and
- Congregate meals defined as meals serviced in a group setting at State-approved locations.

As referenced in Exhibit A. Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered &. Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$596,298.64	$596,298.64
			Subtotal	*$945,366.48*	*$596,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

Home Healthcare, Hospice and Community Services, Inc.(Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

05-95-93-930010:2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*

			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Newport Senior Center, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $2,450,686.88

3. Modify Exhibit C – Amendment #1, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 55.96% Federal funds:

         1.1.1. 21.85% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 6.57% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 16.46% Social Services Block Grant, as awarded on 6/29/21, 6/29/22 and 6/29/23, by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

         1.1.4. 5.18% American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6;

         1.1.5. 3.65% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, ALN 93.045, FAIN 2101NHCMC6; and

         1.1.6. 2.25% Centers for Medicare & Medicaid Services – Medicaid, ALN 93.778, FAIN N/A.

      1.2. 44.04% General funds.

DS
LbE

4. Modify Exhibit C – Amendment #1, Payment Terms, Section 3., to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

5. Modify Exhibit C-1, Rate Sheet, Amendment #1, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/7/2024
Date

DocuSigned by:
Melissa Hardy
1323A2404D0F495...

Name: Melissa Hardy
Title: Director, DLTSS

Newport Senior Center, Inc.

6/6/2024
Date

DocuSigned by:
Larry K. Eaton
DAD38D3AC5FC48A...

Name: Larry K. Eaton
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #2

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	34,644	$8.11	$ 280,962.84
Title III-C Congregate Meals	Per Meal	15,276	$8.11	$ 123,888.36
Title XX Home Delivered Meals	Per Meal	25,373	$8.11	$ 205,775.03
ARPA Home Delivered Meals	Per Meal	9,204	$8.11	$ 74,644.44
ARPA Congregate Meals	Per Meal	6,483	$8.11	$ 52,577.13
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	1,360	$8.11	$ 11,029.60
			Subtotal	*$ 748,877.40*
7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,644	$8.11	$ 280,962.84
Title IIIC1 Cong Meals	Per Meal	15,276	$8.11	$ 123,888.36
Title XX HD Meals	Per Meal	25,373	$8.11	$ 205,775.03
ARP Title IIIC2 HD Meals	Per Meal	9,204	$8.11	$ 74,644.44
ARP Title IIIC1 Cong Meals	Per Meal	6,483	$8.11	$ 52,577.13
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	5,442	$8.11	$ 44,134.62
HB2 - 7872	Per Meal	71,049	$0.57	$ 40,497.93
HB2 - 9255	Per Meal	25,373	$0.57	$ 14,462.61
			Subtotal	*$ 836,942.96*
7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	38,077	$8.68	$ 330,508.36
Title IIIC1 Cong Meals	Per Meal	8,564	$8.68	$ 74,335.52
Title XX HD Meals	Per Meal	30,062	$8.68	$ 260,938.16
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	16,178	$8.68	$ 140,425.04
HB2 - 9255	Per Meal	6,758	$8.68	$ 58,659.44
			Subtotal	*$ 864,866.52*
			Total	$ 2,450,686.88

DS
LkE
Contractor Initials:
Date: 6/6/2024

ARC

31A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG-TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 6, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into amendments to existing contracts with the Contractors listed below in bold to add additional funding to support the increase of need and cost to provide nutrition services to qualifying New Hampshire citizens, by increasing the total price limitation by $425,629.02 from $23,562,550.70 to $23,988,179.72 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 81.80% Federal Funds. 18.20% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #45 with the option to renew for four (4) additional years.

Contractor Name	Vendor Code	Area Served	Current Budget	Increase (Decrease) Amount	Revised Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16	$84,530.53	$3,976,162.69
Gibson Center for Senior Services	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00	$1,613.89	$ 699,073.89
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74	$96,906.39	$2,347,707.13
Newport Senior Center	177250	Sullivan County	$1,475,695.60	$55,164.22	$1,530,859.82
Ossipee Concerned Citizens	170158	Carroll County	$954,498.34	$ 63,793.26	$1,018,291.60
Rockingham Nutrition MOW	155197	Rockingham County	$3,958,961.38	$123,620.73	$4,082,582.11

St Joseph Community Services	155093	Hillsborough County	$5,631,940.84	$ -	$5,631,940.84
Strafford Nutrition MOW	260818	Strafford County	$1,521,873.94	$ -	$1,521,873.94
Tri-County Community Action Program	177195	Coos County	$1,718,768.52	$ -	$1,718,768.52
VNA at HCS, Inc	177274	Cheshire County	$1,460,919.18	$ -	$1,460,919.18
			$23,562,550.70	$425,629.02	$23,988,179.72

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to add additional funding to address the increased need for home delivered and congregate meals and increased cost to provide nutritional services to qualifying New Hampshire citizens. This contract will distribute the remaining American Rescue Plan Act (ARPA) Congregate meal funding to vendors to support the continued operations of congregate dining sites. The Contractors are experiencing an increase in request for meals due to inflation and are faced with the increased cost of food statewide. Therefore, the Department is requesting to add in the additional funds to ensure meal units are fulfilled and delivered.

Approximately 63,000 individuals will be served through these services. Approximately 55,293 additional meals will be served by this amendment during State Fiscal Years 2023 and 2024, which is in addition to the 1.6 million meals already being served through these services. The Contractors will provide meals using the following three methods for the following populations:

- Home delivered meals, delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by Contractors.

Should the Governor and Executive Council not authorize this request, the Department will be unable to support the increase of meal units being requested for older adults and younger adults with disabilities or chronic illness and they may not have access to nutritious meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Admin for Comm Living, ARPA Title III C, Assistance Listing Number #93.045 FAIN #2101NHCMC6; and Center for Medicaid and Medicare HCBS FMAP ARP.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80	$	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13	$	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80	$	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13	$	$ 338,860.13
		Subtotal	*$ 2,237,759.86*	*$*	*$ 2,237,759.86*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00	$	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00	$	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00	$	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00	$	$ 58,392.00
		Subtotal	*$ 437,940.00*	*$*	*$ 437,940.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29	$	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86	$	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29	$	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86	$	$ 162,410.86
		Subtotal	*$ 1,113,746.30*	*$*	*$ 1,113,746.30*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84	$	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36	$	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84	$	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36	$	$ 123,888.36
		Subtotal	*$ 809,702.40*	*$*	*$ 809,702.40*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71	$	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17	$	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71	$	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17	$	$ 79,048.17
		Subtotal	*$ 436,447.76*	*$*	*$ 436,447.76*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94	$	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38	$	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94	$	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38	$	$ 342,712.38
		Subtotal	*$ 2,262,884.64*	*$*	*$ 2,262,884.64*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56	$	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42	$	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56	$	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42	$	$ 560,579.42
		Subtotal	*$ 3,701,695.96*	*$*	*$ 3,701,695.96*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88	$	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51	$	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88	$	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51	$	$ 132,525.51
		Subtotal	*$ 875,052.78*	*$*	*$ 875,052.78*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80	$	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83	$	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80	$	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83	$	$ 149,653.83
		Subtotal	*$ 988,333.26*	*$*	*$ 988,333.26*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36	$	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17	$	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36	$	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17	$	$ 120,409.17
		Subtotal	*$ 795,153.06*	*$*	*$ 795,153.06*

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05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$	$ 2,068,479.83
		Subtotal	*$ 13,658,716.02*	*$*	*$ 13,658,716.02*
			$ 13,658,716.02	$	$ 13,658,716.02

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41	$	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41	$	$ 467,387.41
		Subtotal	*$ 934,774.82*	*$ -*	*$ 934,774.82*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00	$	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00	$	$ 41,361.00
		Subtotal	*$ 82,722.00*	*$*	*$ 82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72	$	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72	$	$ 315,089.72
		Subtotal	*$ 630,179.44*	*$*	*$ 630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03	$	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03	$	$ 205,775.03
		Subtotal	*$ 411,550.06*	*$*	*$ 411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36	$	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36	$	$ 148,218.36
		Subtotal	*$ 296,436.72*	*$*	*$ 296,436.72*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget

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544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24	$	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24	$ -	$ 472,683.24
		Subtotal	*$ 945,366.48*	*$ -*	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00	$	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00	$ -	$ 608,250.00
		Subtotal	*$ 1,216,500.00*	*$ -*	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29	$	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29	$	$ 182,791.29
		Subtotal	*$ 365,582.58*	*$*	*$ 365,582.58*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83	$	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83	$	$ 206,423.83
		Subtotal	*$ 412,847.66*	*$*	*$ 412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79	$ -	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79	$	$ 205,093.79
		Subtotal	*$ 410,187.58*	*$*	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*	*$ -*	*$ 5,706,147.34*
			$ 5,706,147.34	$	$ 5,706,147.34

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11	$	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63	$ -	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11	$	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63	$	$ 143,814.63

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		Subtotal	*$ 719,097.48*	*$ -*	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00	$ -	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00	$ -	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00	$ -	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00	$ -	$ 44,605.00
		Subtotal	*$ 176,798.00*	*$ -*	*$ 176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50	$ -	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00	$ 11,094.48	$ 161,129.48
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50	$ -	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00	$ 44,361.70	$ 194,396.70
		Subtotal	*$ 506,875.00*	*$ 55,456.18*	*$ 562,331.18*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44	$ -	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13	$ -	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44	$ -	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13	$ -	$ 52,577.13
		Subtotal	*$ 254,443.14*	*$ -*	*$ 254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70	$ -	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23	$ 8,110.00	$ 82,665.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70	$ -	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23	$ 32,440.00	$ 106,995.23
		Subtotal	*$ 221,613.86*	*$ 40,550.00*	*$ 262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84	$ -	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29	$ -	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84	$ -	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29	$ -	$ 145,485.29
		Subtotal	*$ 750,710.26*	*$ -*	*$ 750,710.26*

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St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44	$ -	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$ -	$ -	$ -
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44	$ -	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$ -	$ -	$ -
		Subtotal	*$ 713,744.88*	*$ -*	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44	$ -	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85	$ -	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44	$ -	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85	$ -	$ 56,242.85
		Subtotal	*$ 281,238.58*	*$ -*	*$ 281,238.58*

Tri-County Community Action Program (Vendor #177185)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28	$ -	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52	$ -	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28	$ -	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52	$ -	$ 63,517.52
		Subtotal	*$ 317,587.60*	*$ -*	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16	$ -	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11	$ -	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16	$ -	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11	$ -	$ 51,101.11
		Subtotal	*$ 255,578.54*	*$ -*	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$ -	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$ -	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
		Subtotal	*$ 4,197,687.34*	*$ 96,006.18*	*$ 4,293,693.52*

$ 4,197,687.34 $ 96,006.18 $ 4,293,693.52

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP 100% FEDERAL FUNDS

Fiscal Details
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Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 16,909.35	$ 16,909.35
102-500731	Contracts for Program Svs	2024	$ -	$ 67,621.18	$ 67,621.18
		Subtotal	*$ -*	*$ 84,530.53*	*$ 84,530.53*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 324.40	$ 324.40
102-500731	Contracts for Program Svs	2024	$ -	$ 1,289.49	$ 1,289.49
		Subtotal	*$ -*	*$ 1,613.89*	*$ 1,613.89*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 8,288.42	$ 8,288.42
102-500731	Contracts for Program Svs	2024	$ -	$ 33,161.79	$ 33,161.79
		Subtotal	*$ -*	*$ 41,450.21*	*$ 41,450.21*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 11,029.60	$ 11,029.60
102-500731	Contracts for Program Svs	2024	$ -	$ 44,134.62	$ 44,134.62
		Subtotal	*$ -*	*$ 55,164.22*	*$ 55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 4,647.03	$ 4,647.03
102-500731	Contracts for Program Svs	2024	$ -	$ 18,596.23	$ 18,596.23
		Subtotal	*$ -*	*$ 23,243.26*	*$ 23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 24,727.39	$ 24,727.39
102-500731	Contracts for Program Svs	2024	$ -	$ 98,893.34	$ 98,893.34
		Subtotal	*$ -*	*$ 123,620.73*	*$ 123,620.73*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ -	$ -
102-500731	Contracts for Program Svs	2024	$ -	$ -	$ -
		Subtotal	*$ -*	*$ -*	*$ -*

05-95-93-930010-2606 Summary for All Vendors

Fiscal Details
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Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 65,926.19	$ 65,926.19
102-500731	Contracts for Program Svs	2024	$ -	$ 263,696.65	$ 263,696.65
		Subtotal	*$ -*	*$ 329,622.84*	*$ 329,622.84*
			$ -	$ 329,622.84	$ 329,622.84

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,945,816.08	$ 16,909.35	$ 1,962,725.43
		2024	$ 1,945,816.08	$ 67,621.18	$ 2,013,437.26
		Subtotal	*$ 3,891,632.16*	*$ 84,530.53*	*$ 3,976,162.69*

Gibson Center for Senior Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 348,730.00	$ 324.40	$ 349,054.40
		2024	$ 348,730.00	$ 1,289.49	$ 350,019.49
		Subtotal	*$ 697,460.00*	*$ 1,613.89*	*$ 699,073.89*

Grafton County Senior Citizens Council, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,125,400.37	$ 19,382.90	$ 1,144,783.27
		2024	$ 1,125,400.37	$ 77,523.49	$ 1,202,923.86
		Subtotal	*$ 2,250,800.74*	*$ 96,906.39*	*$ 2,347,707.13*

Newport Senior Center

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 737,847.80	$ 11,029.60	$ 748,877.40
		2024	$ 737,847.80	$ 44,134.62	$ 781,982.42
		Subtotal	*$ 1,475,695.60*	*$ 55,164.22*	*$ 1,530,859.82*

Ossipee Concerned Citizens

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 477,249.17	$ 12,757.03	$ 490,006.20
		2024	$ 477,249.17	$ 51,036.23	$ 528,285.40
		Subtotal	*$ 954,498.34*	*$ 63,793.26*	*$ 1,018,291.60*

Rockingham Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,979,480.69	$ 24,727.39	$ 2,004,208.08
		2024	$ 1,979,480.69	$ 98,893.34	$ 2,078,374.03
		Subtotal	*$ 3,958,961.38*	*$ 123,620.73*	*$ 4,082,582.11*

Fiscal Details
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St Joseph Community Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 2,815,970.42	$ -	$ 2,815,970.42
		2024	$ 2,815,970.42	$ -	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*	*$ -*	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 760,936.97	$ -	$ 760,936.97
		2024	$ 760,936.97	$ -	$ 760,936.97
		Subtotal	*$ 1,521,873.94*	*$ -*	*$ 1,521,873.94*

Tri-County Community Action Program

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 859,384.26	$ -	$ 859,384.26
		2024	$ 859,384.26	$ -	$ 859,384.26
		Subtotal	*$ 1,718,768.52*	*$ -*	*$ 1,718,768.52*

VNA at HCS

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 730,459.59	$ -	$ 730,459.59
		2024	$ 730,459.59	$ -	$ 730,459.59
		Subtotal	*$ 1,460,919.18*	*$ -*	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
		2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
		Subtotal	*$ 23,562,550.70*	*$ 425,629.02*	*$ 23,988,179.72*
			$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$ -	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
2606-102-500731	Contracts for Program Svs	2023	$ -	$ 65,926.19	$ 65,926.19
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$ -	$ 2,068,479.83

Fiscal Details
RFA-2017-BEAS-06-NUTRI

9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,809.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
2606-102-500731	Contracts for Program Svs	2024	$ -	$ 263,696.65	$ 263,696.65
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36	$ -	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66	$ -	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34	$ -	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82	$ -	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52	$ 96,006.18	$ 1,659,873.70
2606-102-500731	Contracts for Program Svs	all	$ -	$ 329,622.84	$ 329,622.84
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Grand Total SFY23	2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
Grand Total SFY24	2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
Total Contract		$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Newport Senior Center, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,530,859.82

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C - Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1 – Amendment #1, Rate Sheet.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/23/2023
Date

Name: Melissa Hardy
Title: Director, DLTSS

Newport Senior Center, Inc.

3/23/2023
Date

Name: Larry K. Eaton
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/24/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Newport Senior Center, Inc.
EXHIBIT C – Amendment 1

Payment Terms

1. This Agreement is funded by:
   1.1. 63.98% Federal funds,
      1.1.1. 22.02% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 8.10% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 16.13% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 8.29% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 5.84% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
      1.1.6. 3.60% Center for Medicaid/Medicare Services- HCBS Enhanced FMAP-ARP Funds.
   1.2. 36.02% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following

the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Amendment 1 - Rate Sheet - Newport Senior Center

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,644.00	$8.11	$ 280,962.84
Title IIIC1 Cong Meals	Per Meal	15,276.00	$8.11	$ 123,888.36
Title XX HD Meals	Per Meal	25,373.00	$8.11	$ 205,775.03
ARP Title IIIC2 HD Meals	Per Meal	9,204.00	$8.11	$ 74,644.44
ARP Title IIIC1 Cong Meals	Per Meal	6,483.00	$8.11	$ 52,577.13
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	1,360.00	$8.11	$ 11,029.60
			Subtotal	*$ 748,877.40*

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,644	$8.11	$ 280,962.84
Title IIIC1 Cong Meals	Per Meal	15,276	$8.11	$ 123,888.36
Title XX HD Meals	Per Meal	25,373	$8.11	$ 205,775.03
ARP Title IIIC2 HD Meals	Per Meal	9,204	$8.11	$ 74,644.44
ARP Title IIIC1 Cong Meals	Per Meal	6,483	$8.11	$ 52,577.13
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	5,442	$8.11	$ 44,134.62
			Subtotal	*$ 781,982.42*

Contractor Initials: LbE (DS)
Date: 3/23/2023

45 GAC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,961.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.84
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	**$23,562,550.70**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 63,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Strafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

	Reviewer Name	Title
1	Thom O'Connor	Administrator II
2	Jean Crouch	Supervisor VII
3	Maureen Brown	Nutrition Consultant
4	Shawn Martin	Business Administrator

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13
		Subtotal	$ *2,237,759.86*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00
		Subtotal	$ *437,940.00*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals---Home Delivered (TIII)	2023	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86
		Subtotal	*$ 1,113,746.30*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36
		Subtotal	***$ 809,702.40***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17
		Subtotal	***$ 436,447.76***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38
		Subtotal	***$ 2,262,884.64***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42
		Subtotal	***$ 3,701,695.96***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51
		Subtotal	***$ 875,052.78***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83
		Subtotal	***$ 988,333.26***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17
		Subtotal	***$ 795,153.06***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
		Subtotal	***$ 13,658,716.02***

$ 13,658,716.02

Fiscal Details
RFA-2017-BEAS-06-NUTRI

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41
		Subtotal	*$ 934,774.82*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00
		Subtotal	*$ 82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72
		Subtotal	*$ 630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03
		Subtotal	*$ 411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36
		Subtotal	*$ 296,436.72*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24
		Subtotal	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00
		Subtotal	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29
		Subtotal	*$ 365,582.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83
		Subtotal	$ ***412,847.66***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79
		Subtotal	$ ***410,187.58***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
		Subtotal	$ ***5,706,147.34***

$ 5,706,147.34

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63
		Subtotal	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00
		Subtotal	*$ 176,798.00*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00
		Subtotal	***$ 506,875.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13
		Subtotal	***$ 254,443.14***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23
		Subtotal	*$ 221,613.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29
		Subtotal	*$ 750,710.26*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$
		Subtotal	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85
		Subtotal	*$ 281,238.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ -95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52
		Subtotal	$ *317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11
		Subtotal	$ *255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Subtotal	$ *4,197,687.34*

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	$ *3,891,632.16*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ 348,730.00
		2024	$ 348,730.00
		Subtotal	*$ 697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	*$ 2,250,800.74*

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	*$ 1,475,695.60*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	*$ 954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	*$ 3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	*$ 1,521,873.94*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,562,550.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,562,550.70

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,275.35
Total Contract		$ 23,562,550.70

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFA-2023-BEAS-04-BEASN-05 (BEAS Nutrition Services)

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

1. 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 Newport Senior Center, Inc.		1.4 Contractor Address P.O. Box 387 76 South Main Street Newport, New Hampshire 03773	
1.5 Contractor Phone Number (603) 863-3177	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $1,475,695.60
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Larry K. Eaton Date: 6/5/2022		1.12 Name and Title of Contractor Signatory Larry K. Eaton President	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/7/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS LKE

Date 6/5/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DS UE

Date 6/5/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials LkE

Date 6/5/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/5/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2: Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended to read as follows:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

EXHIBIT A

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

DS
LkE
Contractor Initials

6/5/2022
Date

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant on each

day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, except

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their familes;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Service

staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.12. Referring Clients to Other Services

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

1.13. Client Wait Lists

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.14. Criminal Background Check and BEAS State Registry Checks

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; clients who are blind or have low vision; and clients who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services hereunder, as well as clients declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Sullivan	Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity and Washington
Title III-C Congregate Meals	Sullivan	Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity and Washington
Title XX Home Delivered Meals	Sullivan	Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity and Washington
ARPA Home Delivered Meals	Sullivan	Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity and Washington
ARPA Congregate Meals	Sullivan	Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity and Washington

Contractor Initials LKE

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 62.63% Federal funds,
      1.1.1. 22.85% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 8.40% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 16.73% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 8.60% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 6.06% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
   1.2. 37.37% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

EXHIBIT C

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit.
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units

Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	34,644	$8.11	$ 280,962.84
Title III-C Congregate Meals	Per Meal	15,276	$8.11	$ 123,888.36
Title XX Home Delivered Meals	Per Meal	25,373	$8.11	$ 205,775.03
ARPA Home Delivered Meals	Per Meal	9,204	$8.11	$ 74,644.44
ARPA Congregate Meals	Per Meal	6,483	$8.11	$ 52,577.13
Totals		90,980		$ 737,847.80

7/1/2023 through 06/30/2024 Service Units

Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	34,644	$8.11	$ 280,962.84
Title III-C Congregate Meals	Per Meal	15,276	$8.11	$ 123,888.36
Title XX Home Delievered Meals	Per Meal	25,373	$8.11	$ 205,775.03
ARPA Home Delievered Meals	Per Meal	9,204	$8.11	$ 74,644.44
ARPA Congregate Meals	Per Meal	6,483	$8.11	$ 52,577.13
Totals		90,980		$ 737,847.80
			Total Award	$ 1,475,695.60

Contractor Initials: LE
Date: 6/5/2022

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Newport Senior Center, Inc. D/B/A Sullivan Co

DocuSigned by:
Larry K. Eaton
CA8E3E2E2E2E4E0...

6/5/2022
Date

Name: Larry K. Eaton
Title: President

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Newport Senior Center, Inc. D/B/A Sullivan Co

6/5/2022
Date

DocuSigned by:
Larry K. Eaton
Name: Larry K. Eaton
Title: President

OS
LKE
Vendor Initials
6/5/2022
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Newport Senior Center, Inc. D/B/A Sullivan C

6/5/2022
Date

DocuSigned by:
Larry K. Eaton
Name: Larry K. Eaton
Title: President

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DS

Contractor Initials LkE

Date 6/5/2022

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Newport Senior Center, Inc. D/B/A Sullivan C

6/5/2022
Date

DocuSigned by:
Larry K. Eaton
Name: Larry K. Eaton
Title: President

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Newport Senior Center, Inc. D/B/A Sullivan C

DocuSigned by:
Larry K. Eaton

6/5/2022
Date

Name: Larry K. Eaton
Title: President

DS
LKE
Contractor Initials

6/5/2022
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Newport Senior Center, Inc. D/B/A Sullivan Co
The State by:	Name of the Contractor
Christine Santaniello	Larry K. Eaton
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Larry K. Eaton
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/5/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Newport Senior Center, Inc. D/B/A Sullivan C

6/5/2022
Date

DocuSigned by:
Larry K. Eaton
Name: Larry K. Eaton
Title: President

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 16-738-5814

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials LkE

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials DS UkE

Date 6/5/2022

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials UkE

Date 6/5/2022

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances. Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

Contractor Initials DS LkE

Date 6/5/2022

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ossipee Concerned Citizens, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,896,944.16

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #3.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1, Rate Sheet, Amendment #3.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1, Rate Sheet, Amendment #2, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/4/2025
Date

DocuSigned by:
Melissa Hardy
1323A24040DF485...
Name: Melissa Hardy
Title: Director, DLTSS

Ossipee Concerned Citizens, Inc.

2/25/2025
Date

Signed by:
Roland Millette
B684E1EDE14545A...
Name: Roland Millette
Title: Vice Chair/Treasurer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/5/2025
Date

DocuSigned by:
Robyn Guarino
7487348449441460
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	17,161.00	$8.11	$ 139,175.71
Title IIIC1 Cong Meals	Per Meal	9,747.00	$8.11	$ 79,048.17
Title XX HD Meals	Per Meal	18,276.00	$8.11	$ 148,218.36
ARP Title IIIC2 HD Meals	Per Meal	4,470.00	$8.11	$ 36,251.70
ARP Title IIIC1 Cong Meals	Per Meal	9,193.00	$8.11	$ 74,555.23
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	1,000.00	$8.11	$ 8,110.00
ARP HCBS	Per Meal	573.00	$8.11	$ 4,647.03
			Subtotal	*$ 490,006.20*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	17,161	$8.11	$ 139,175.71
Title IIIC1 Cong Meals	Per Meal	9,747	$8.11	$ 79,048.17
Title XX HD Meals	Per Meal	18,276	$8.11	$ 148,218.36
ARP Title IIIC2 HD Meals	Per Meal	4,470	$8.11	$ 36,251.70
ARP Title IIIC1 Cong Meals	Per Meal	9,193	$8.11	$ 74,555.23
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	4,000	$8.11	$ 32,440.00
ARP HCBS	Per Meal	2,293	$8.11	$ 18,596.23
HB2 - 7872	Per Meal	46,864	$0.57	$ 26,712.48
HB2 - 9255	Per Meal	18,276	$0.57	$ 10,417.32
			Subtotal	*$ 565,415.20*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	19,676	$8.68	$ 170,787.68
Title IIIC1 Cong Meals	Per Meal	5,464	$8.68	$ 47,427.52
Title XX HD Meals	Per Meal	19,753	$8.68	$ 171,456.04
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	18,216	$8.68	$ 158,114.88
HB2 - 9255	Per Meal	7,610	$8.68	$ 66,054.80
			Subtotal	*$ 613,840.92*

7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	33,155	$8.68	$ 287,785.40
Title IIIC1 Cong Meals	Per Meal	10,201	$8.68	$ 88,544.68
Title XX HD Meals	Per Meal	27,363	$8.68	$ 237,510.84
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 613,840.92*

7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	33,155	$8.68	$ 287,785.40
Title IIIC1 Cong Meals	Per Meal	10,201	$8.68	$ 88,544.68
Title XX HD Meals	Per Meal	27,363	$8.68	$ 237,510.84
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 613,840.92*

			Total	$ 2,896,944.16

Initial

Contractor Initials

2/25/2025
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that OSSIPEE CONCERNED CITIZENS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 12, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66575

Certificate Number: 0007033378

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of January A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, ROBERT W. MORIN, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Ossipee Concerned Citizens Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 11, 2025. (Date) at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Roland Millette Vice Chair (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Ossipee Concerned Citizens Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. **This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority.** I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/26/2025

Robert W. Morin
Signature of Elected Officer
Name: Robert Morin
Title: Board Member

Docusign Envelope ID: 3DAF3AE0-54E0-4E4C-A8D0-FD0C24B0A7DF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/25/2025

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 Melcher & Prescott Insurance 426 Main Street Laconia NH 03246	CONTACT NAME: Jessica Hildreth PHONE (A/C, No, Ext): (603) 524-4535 FAX (A/C, No): E-MAIL ADDRESS: jhildreth@melcher-prescott.com
INSURED Ossipee Concerned Citizens, Inc. P.O. Box 426 Center Ossipee NH 03814	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Ins Co. — 18058 INSURER B: Granite State Healthcare & Human Services Trust INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2522513455 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2635519	02/01/2025	02/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual Abuse or	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2635519	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured Motorist	$ 1,000,000 $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P02905HCHS2025	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp. 3A State(s): NH

CERTIFICATE HOLDER

State of NH Dept of Health & Human 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

Ossipee Concerned Citizens
3 Dore Street, Center Ossipee, NH
(603) 539-6851

Ossipee Concerned Citizens, Inc.

Mission Statement

"To promote the growth and prosperity of the Town of Ossipee and its vicinity."

(1975)

PLODZIK & SANDERSON

Professional Association/Certified Public Accountants

193 North Main Street • Concord • New Hampshire • 03301-5063 • 603-225-6996 • FAX 603-224-1380

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Ossipee Concerned Citizens, Inc.
Ossipee, New Hampshire

Opinion

We have audited the accompanying financial statements of Ossipee Concerned Citizens, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022 , and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ossipee Concerned Citizens, Inc. as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting policies generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* paragraph below. We are required to be independent of Ossipee Concerned Citizens, Inc. and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Ossipee Concerned Citizens, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Ossipee Concerned Citizens, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Ossipee Concerned Citizens, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Plodzik & Sanderson
Professional Association

May 29, 2024
Concord, New Hampshire

OSSIPEE CONCERNED CITIZENS, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash and cash equivalents	$ 6,501	$ 71,730
Investments	76,735	86,387
Accounts receivable	7,970	31,842
Inventory - food pantry	9,692	10,000
Total current assets	100,898	199,959
PROPERTY AND EQUIPMENT, net	39,587	47,903
TOTAL ASSETS	$ 140,485	$ 247,862

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ -	$ 9,718
Accrued expenses	-	17,128
Security deposit	-	88
Total liabilities	-	26,934
NET ASSETS	131,200	216,763
Without donor restrictions	9,285	4,165
With donor restrictions	140,485	220,928
Total net assets		
TOTAL LIABILITIES AND NET ASSETS	$ 140,485	$ 247,862

The Notes to Financial Statements are an integral part of these statements.

OSSIPEE CONCERNED CITIZENS, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2023

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
OPERATING REVENUE			
Program services/daycare income	$ 173,293	$ -	$ 173,293
Meals program income	20,936	-	20,936
Other non-donation income	14,391	-	14,391
	208,620	-	208,620
SUPPORT			
Federal grants	561,086	-	561,086
Town grants	116,556	-	116,556
Other grants	30,706	-	30,706
Client & other donations	82,798	15,077	97,875
	791,146	15,077	806,223
NET ASSETS RELEASED FROM RESTRICTIONS			
Satisfaction of program restrictions	9,957	(9,957)	-
TOTAL REVENUE AND SUPPORT	1,009,723	5,120	1,014,843
OPERATING EXPENSES			
Program services:	984,783	-	984,783
Fundraising	4,221	-	4,221
Management and general	112,315	-	112,315
TOTAL OPERATING EXPENSES	1,101,319	-	1,101,319
INCREASE (DECREASE) IN NET ASSETS FROM OPERATING ACTIVITIES	(91,596)	5,120	(86,476)
NONOPERATING ACTIVITIES			
Interest income	10,052	-	10,052
Separation of Moultenborough	(35,631)	-	(35,631)
TOTAL OPERATING EXPENSES	(25,579)	-	(25,579)
DECREASE IN NET ASSETS	(117,175)	5,120	(112,055)
NET ASSETS - BEGINNING, AS RESTATED (see Note 8)	248,375	4,165	252,540
NET ASSETS - ENDING	$ 131,200	$ 9,285	$ 140,485

The Notes to Financial Statements are an integral part of these statements.

OSSIPEE CONCERNED CITIZENS, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2022

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
OPERATING REVENUE			
Program services/daycare income	$ 179,656	$ -	$ 179,656
Rental income	5,194	-	5,194
Meals program income	33,277	-	33,277
Other non-donation income	4,548	-	4,548
	222,675	-	222,675
SUPPORT			
Federal grants	591,770	-	591,770
Town grants	122,069	-	122,069
Other grants	27,580	-	27,580
Client & other donations	63,485	7,785	71,270
	804,904	7,785	812,689
NET ASSETS RELEASED FROM RESTRICTIONS			
Satisfaction of program restrictions	9,317	(9,317)	-
TOTAL REVENUE AND SUPPORT	1,036,896	(1,532)	1,035,364
OPERATING EXPENSES			
Program services:	1,058,752	-	1,058,752
Fundraising	1,302	-	1,302
Management and general	203,648	-	203,648
TOTAL OPERATING EXPENSES	1,263,702	-	1,263,702
DECREASE IN NET ASSETS FROM OPERATING ACTIVITIES	(226,806)	(1,532)	(228,338)
NONOPERATING ACTIVITIES			
Interest income	81	-	81
Change in FMV	(3,718)	-	(3,718)
TOTAL OPERATING EXPENSES	(3,637)	-	(3,637)
DECREASE IN NET ASSETS	(230,443)	(1,532)	(231,975)
NET ASSETS - BEGINNING	447,206	5,697	452,903
NET ASSETS - ENDING	$ 216,763	$ 4,165	$ 220,928

The Notes to Financial Statements are an integral part of these statements.

OSSIPEE CONCERNED CITIZENS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

	Program Services	Support Services		Non-Operating Expenses	
	Client Services	Fundraising	Management and General	Separation of Moultonborough	Total
Salaries and wages	$ 412,310	$ -	$ 92,670	$ -	$ 504,980
Payroll taxes	37,209	-	7,089	-	44,298
Employee benefits	9,887	-	-	-	9,887
Contractor comp	128	-	-	-	128
Meals program insurance	14,272	-	-	-	14,272
Daycare Expenses	46,447	-	-	-	46,447
Agency Food Costs	374,325	-	-	-	374,325
Santa Project	9,957	-	-	-	9,957
Auto Expense	4,883	-	-	-	4,883
Supplies Expense	7,257	-	-	-	7,257
Utilities Expense	33,903	-	-	-	33,903
Meals Expenses	11,709	-	-	-	11,709
Maintenance & Repairs	11,099	-	-	-	11,099
Other Expenses	11,397	4,221	12,556	-	28,174
Separation of Moultonborough	-	-	-	35,631	35,631
Totals	$ 984,783	$ 4,221	$ 112,315	$ 35,631	$ 1,136,950

The Notes to Financial Statements are an integral part of these statements.

OSSIPEE CONCERNED CITIZENS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	Program Services	Support Services		
	Client Services	Fundraising	Management and General	Total
Salaries and wages	$ 368,304	$ -	$ 144,502	$ 512,806
Payroll taxes	47,168	-	18,688	65,856
Employee benefits	27,788	-	-	27,788
Contractor comp	1,658	-	-	1,658
Meals program expenses	51,054	1,302	-	52,356
Meals program insurance	16,971	-	-	16,971
Daycare Expenses	15,901	-	-	15,901
Agency Food Costs	432,233	-	-	432,233
Santa Project	1,094	-	-	1,094
Auto Expense	883	-	-	883
Supplies Expense	15,526	-	-	15,526
Utilities Expense	42,787	-	-	42,787
Meals Expenses	24,055	-	-	24,055
Maintenance & Repairs	4,625	-	1,518	6,143
Travel Expenses	7,920	-	612	8,532
Blueberry Estates	55	-	-	55
Other Expenses	730	-	38,328	39,058
Totals	$ 1,058,752	$ 1,302	$ 203,648	$ 1,263,702

The Notes to Financial Statements are an integral part of these statements.

OSSIPEE CONCERNED CITIZENS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (112,055)	$ (231,975)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Changes in assets and liabilities:		
Decrease (increase) in accounts receivable	23,872	(7,329)
Decrease in accounts payable	(9,718)	(7,051)
Decrease in accrued expenses	-	11,507
Decrease in other current liabilities	88	-
Decrease in inventory	308	-
Depreciation expense	8,316	11,193
Net cash used in operating activities	(89,189)	(223,655)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	-	413
Decrease (increase) in fair market value of investments	(10,937)	3,718
Net cash used in investing activities	(10,937)	4,131
CASH FLOWS FROM FINANCING ACTIVITIES		
Transfer of Moultonborough location investments to new tax ID	20,413	-
Cash and cash equivalents:		
Beginning, as restated (see Note 8)	86,214	291,254
Ending	$ 6,501	$ 71,730

The Notes to Financial Statements are an integral part of these statements.

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2023

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1-A Organization

Ossipee Concerned Citizens, Inc. (the Organization) is a non-stock, nonprofit corporation and is exempt for federal income tax purposes under Section 501(c) (3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions as provided in Section 17(b)(1)(A)(VI).

1-B Activities and Program Services

The Organization was formed as a non-profit organization. It is a multi-purpose human service agency with the primary goal of serving older adults and children through various programs. A description of the Organization's major classes of programs is as follows:

Meals on Wheels - Meals on Wheels is a nationwide network of community-based, non-profit programs dedicated to providing seniors in their communities with the support that enables them to remain living in their own homes, where they want to be. This support is typically a nutritious meal, a friendly visit, and a quick safety check.

Daycare – A daycare program is operated to provide affordable daycare to residents of Ossipee and the surrounding area.

Senior Center – A senior center is operated as a community center to provide the elderly with needed services as well as a place to congregate.

1-C Basis of Accounting

The Organization prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

1-D Financial Statement Presentation

The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by the donor.

Net assets consist of the following:

Without Donor Restrictions – net assets that are not restricted by donor-imposed stipulations and, therefore, are available to carry out the Organization's operations. Net assets without donor restrictions also include those net assets that are limited as to their use by action of the Board of Directors.

With Donor Restrictions – net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations. When such stipulations end or are fulfilled, such net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

1-E Income Taxes

The Organization is a non-profit corporation determined to be exempt from Federal income taxes under the Internal Revenue Code, Section 501(c)(3), and is not a private foundation within the meaning of Section 509(a).

1-F Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America includes the use of estimates that affect the financial statements. Accordingly, actual results could differ from those estimates.

1-G Cash and Cash Equivalents

For purposes of reporting the statement of cash flows, the Organization considers all cash accounts and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. As of June 30, 2023 the Organization maintained a carrying balance in cash equivalents of $6,501 with bank balances totaling $190,471.

1-H Investments

The Organization records investment purchases at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statement of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses.

1-I Fair Value Measurements

FASB Accounting Standards Codification Topic 820-10, *Fair Value Measurements*, defining fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

Under FASB ASC Topic 820-10, the three levels of the fair value hierarchy are as follows:

- *Level 1* – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- *Level 2* – Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- *Level 3* – Inputs to the valuation methodology the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs are unobservable and significant to the fair value measurement.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

1-J Property and Equipment

Property and equipment are recorded at cost when purchased and fair market value when donated. Equipment purchased at a cost greater than $5,000 are capitalized, and equipment purchased at a cost less than $5,000 are expensed in the year of purchase. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	Years
Leasehold Improvements	15
Vehicles, furniture, and equipment	5-15

1-K Revenue Recognition and Restricted Grant Revenues

Contributions received are recorded as with or without donor restrictions, depending on the existence and/or nature of any donor restrictions.

Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends, or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of

Activities as net assets released from restrictions. The Organization reports gifts of land, buildings, and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

The Organization considers restricted grant revenues whose restrictions have been met in the same reporting period to be unrestricted revenue. The Organization has numerous reimbursement grants. The revenue from these grants is recognized as the costs are incurred.

1-L Donated Services

Numerous volunteers have donated significant amounts of time to the Organization's program services and fundraising efforts. The fair value of these services has not been recognized as revenue in the financial statements because they did not meet the criteria for recognition.

1-M Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are also charged to each program based on direct expenses incurred or estimated usage.

1-N Advertising Costs

The Organization expenses all advertising costs as incurred in accordance with the American Institute of Certified Public Accountants Statement of Position 93-7, *Reporting on Advertising Costs.*

1-O Accounting for Income Taxes

The Organization considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 740-10, *Accounting for Uncertainty in Income Taxes.* The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Organization records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Organization recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Organization is no longer subject to U.S. Federal and State informational return examinations by tax authorities for years before 2020. The Organization has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

NOTE 2 – INVESTMENTS

Investments as of June 30, 2023, consisted of:

	Fair Value Hierarchy		
	Level 1	Level 2	Total
Investments type:			
Equity mutual funds	$ 35,344	$ -	$ 35,344
Real property held for sale	-	41,391	41,391
Total fair value of investments	$ 35,344	$ 41,391	$ 76,735

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2023

NOTE 3 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization structures its financial assets, consisting of cash and equivalents to be available as its general expenditures, liabilities, and obligations come due within one year. The Organization receives cash flows mainly from grants and contributions. Financial assets available for general expenditure within one year of the statement of financial position date are comprised of the following at June 30, 2023:

Financial assets at year-end:	
Cash and equivalents	$ 6,501
Investments	76,735
Accounts receivable	7,970
Total financial assets	91,206
Less amounts not available to be used within one year:	
Donor restricted funds	(9,285)
Real property held for resale	(41,391)
Total amounts not available within one year	(50,676)
Financial assets at year-end available to meet cash needs for expenditure within one year	$ 40,530

NOTE 4 – LEASE TO OWN AGREEMENT

On June 4, 2021, the Organization entered into a lease to own agreement with an employee for the trailer which the Organization has held for sale. The lease term is for 120 months beginning on December 1, 2020, and ending on November 30, 2030. The lessee has the option to purchase the property any time prior to the expiration of the lease agreement. The monthly lease payment is $429. The purchase price stated in the option to purchase is $40,391 subject to an annual interest rate of 4.50%.. The payment schedule for the trailer consisted of the following:

For the year ending June 30,	
2024	$ 5,148
2025	5,148
2026	5,148
2027	5,148
2028-2031	17,160
Total	$ 37,752

NOTE 5 – PROPERTY AND EQUPMENT

Property and equipment at June 30, 2023, consisted of the following:

	Balance, beginning	Additions	Balance, ending
At cost:			
Being depreciated:			
Leasehold improvements	$ 62,876	$ -	$ 62,876
Vehicles, furniture, and equipment	137,439	-	137,439
Total all capital assets	200,315	-	200,315
Less accumulated depreciation:			
Leasehold improvements	(28,836)	(3,421)	(32,257)
Vehicles, furniture, and equipment	(123,576)	(4,895)	(128,471)
Total accumulated depreciation	(152,412)	(8,316)	(160,728)
Net book value, all capital assets	$ 47,903	$ (8,316)	$ 39,587

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2023

NOTE 6 – NET ASSETS

Net assets at June 30, 2023, are classified as follows:

Net assets with donor restrictions:	
Santa fund	$ 9,285
Net assets with donor restrictions:	
Undesignated	131,200
Total net assets	$ 140,485

NOTE 7 – CURRENT VULNERABILITY DUE TO CONCENTRATIONS AND CONTINGENCIES

Concentration - Ossipee Concerned Citizens, Inc. receives a substantial amount of its support in the form of grant revenues from the State of New Hampshire and the Federal government through the State of New Hampshire Division of Elderly and Adult Services. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Organization and its ability to continue in its present capacity.

Grant Contingency - Amounts received or receivable from grantor agencies are subject to audit and adjustment by such grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenses which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

NOTE 8 – PRIOR PERIOD ADJUSTMENTS

Net assets balance at July 1, 2022, was restated to give retroactive effect to the following prior period adjustments:

	Net Assets
To restate to clear out prior payroll accrual accounts	$ 17,128
To restate to clear out prior year outstanding disbursement	14,484
Net assets, as previously reported	220,928
Net assets, as restated	$ 252,540

NOTE 9 – SEPARATION OF MOULTONBOROUGH LOCATION

Ossipee Concerned Citizens has two locations, one in Ossipee and one in Moultonborough. The Moultonborough location has its own bank account and investments that were used at the discretion of the Board in Moultonborough. In fiscal year 2023 the Moultonborough location obtained its own Tax ID, and all of the assets were transferred into the new nonprofit.

NOTE 10 – SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing the financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through May 29, 2024, the date the June 30, 2023 financial statements were available to be issued, and noted no events occurred that require recognition or disclosure.

2024 Ossipee Concerned Citizens Board Members

Name
Dean Robertson- Chairman
Roland Millette- Vice Chair
Don Miskelly
Judy Robertson
Donna Lanteigne
Robert Morin
June Mueller

Misty Ryder

[redacted]

Work Experience

Executive Director

Ossipee Concerned Citizens. – Center Ossipee, NH

November 2020 to Present

Oversight of the non-profit Meals on Wheels program in Ossipee and Moultonborough, and Child Care Center in Ossipee NH. Coordinates events, fundraising and writes grants, manages employees and day to day operations, manages contracts with the state of New Hampshire and other agencies. Keeps operations updated and compliant with local, state, and federal regulations and rules. Supervises and supports a team of 20+ staff, including program managers, coordinators, and the kitchen production team. Develops and supports a collaborative, positive team environment, including facilitation of team meetings. In collaboration with managers, oversees hiring, staff support and disciplinary action for Meals on Wheels team as well as Child Care Center team. Oversees finances, reports, and audits.

Office Manager and Administrative Assistant

Duchesne Heating Inc. - Ossipee, NH

June 2018 to May 2020

Coordinate office administration and procedures to ensure organizational effectiveness, efficiency, and safety. Responsible for office communication protocols, streamlining administrative processes, inventory control, and task delegation. Work independently with little to no supervision. Well, organized handling shipping, supplies, equipment, bills, and errands.

Assistant Teacher Pre-K

Ossipee Crossings Child Care - Ossipee, NH

August 2016 to May 2018

Created and maintained the daycare's website and Facebook, helped them set up billing with QuickBooks, and cared for the children in a safe and clean environment.

Assembler

Index Packaging - Milton, NH

September 2015 to August 2016

Part of a dynamic team that collaborated, designing a new workspace implementing Lean Six Sigma.

Shift supervisor

Lakeview Neuro Rehab - Effingham, NH

August 2007 to 2015

PCM, MANT, CPR Certified, assists clients in various settings following the client's schedule. Was able to adhere to the administrative, clinical, and human recourses policies of Lakeview. Knows and implements incident, risk management, organization a flow chart fire safety, and emergency procedures.

Education

Bachelor's in Business Administration

Southern New Hampshire University - Manchester, NH

January 2015 to April 2019

Associate in Computer Science / Graphic Design

McIntosh College - Somersworth, NH

2006 to 2007

Skills

Misty Ryder

[redacted]

- Microsoft Office
- WordPress
- Square Space
- Adobe Illustrator
- Adobe
- Excel
- QuickBooks
- PowerPoint

Community Service

Ossipee Economic Development Council
2018 to Present

Cofounder of Ossipee United Round Table
April 2018 to Present

Founding Member of Ossipee Area Community Center
March 2020 to Present

Accomplishments

- Assisted to obtain funding and assembled the playground equipment in Center Ossipee, NH
- Helped to secure funding for sidewalks lighting and signage for Center Ossipee, NH
- Accompanied a team to organize thirty local organizations to bring Ossipee together and better the community
- Collaborated with the team who supported the fire victims in Ossipee at the beginning of 2020
- Helped assemble the playground at Constitution Park in Ossipee, NH
- Organized a group of twenty-five people to clean Archers Pit in Center Ossipee, NH
- Helped organize a group at Mountain View Community with the Historical Society to share stories and cookies

Volunteered

- Riverside Rest Home
- Wakefield Food Pantry
- Southern Maine Agency on Aping (Meals on Wheels)
- Cocheco Valley Humane Society
- Homeless Shelter for Stratford
- Cub Scouts leader
- Old Home Week
- Main Street

Amanda M. White, CLC

Education: July 2011- present day: Annual training on Civil Rights, Customer Service, Conflict Resolution, HIPAA Privacy Rule, HIPAA Security Rule, Bloodborne Pathogens, Emergency Preparedness, Workplace Violence & Harassment, Influenza Safety, Privacy Breach & Identity Verification, Hazard Communication, General Compliance and Fraud, Waste & Abuse

5/24-5/28/04 Certified Lactation Counselor Certificate Program by the Healthy Children Project, Inc. in Concord, NH. Continued breastfeeding education to keep certificate current (Renewal every 3 years and is current to date)

4/1-4/4/02 18 Hour Breastfeeding Peer Counselor presented by Paula Oliveira RN, BSN, IBCLC, in Manchester, NH

9/1997-1/1998 Attended Paradise Valley Community College in Phoenix, AZ. Credits in General Studies and Early Childhood Education

1997 Graduate of Kingswood Regional High School. Major in Mathematics

Employment June 2011 – November 24, 2023

Goodwin Community Health Center - WIC Program in Somersworth, NH

Certified Lactation Counselor and Program Assistant

Duties include but are not limited to:

Issue and explain food benefits to participants at follow-up nutrition appointments and certification appointments.

Provide second nutrition education contacts when applicable

Assist in various office duties, including filing, photocopying, and other work as directed by the WIC supervisor

Make follow-up nutrition appointment reminder calls

Perform "no show" follow-up duties, including contacting participants to reschedule them for missed follow-up nutrition appointments or certification appointments

Prepare supplies for WIC mobile clinics and assist with transportation to mobile clinics. Helps with set up and breakdown

Give participants referral information to services in their area

Attends breastfeeding trainings and classes as needed

Runs breastfeeding and pregnant caseload reports of WIC mothers and makes routine periodic contacts with all women assigned

Gives basic breastfeeding information and support to pregnant women and new mothers, including counseling about the benefits of breastfeeding, overcoming common barriers, and getting a good start with breastfeeding

Counsel Pregnant, Breastfeeding, and Postpartum women in clinics and over the phone

Refers women to other professionals and agencies regarding questions/concerns outside of BFPC scope of practice

Reads materials and stays educated in breastfeeding knowledge as provided by the supervisor

Assist WIC staff in promoting breastfeeding peer counselors through special projects and duties assigned

February 2010 – Present day

Ossipee Concerned Citizens, Inc. Meals on Wheels

Director of Elderly Nutrition Program

Duties include but are not limited to:

Interview and screening of potential recipients of home-delivered meals to determine eligibility. Recertification of existing clients

Submit all required forms to the state (XX, TIII, home-delivered, and congregate)

Maintain accurate counts on number of meals served, clients, etc. as needed for billing and reports per source.

Maintain accurate files on each recipient

Complete financial reimbursement forms of state, town, Medicaid, and private payments

Submit monthly and quarterly reports to Executive Director for billing and unit statistical reports

Submit monthly board reports to the OCC Board Members

Referrals to other area services that meet the client's needs. Work with other agencies and civic groups

Support other staff members to ensure excellent service to our recipients

January 1999 – June 2011

Ossipee Concerned Citizens, Inc. WIC Program

Certified Lactation Counselor and Client Service Coordinator

January 1998 – October 2000

Ossipee Concerned Citizens, Inc. Childcare Center

Childcare & Pre-school Assistant

September 1997 – January 1998

Walgreens Pharmacy

Cashier and Beauty Dept. Assistant

August 1996 – September 1997

Pop's Doughnuts

Counter Help, Cashier, Hand Doughnut Cutter, Advertisement and Packaging

March 1996 – August 1996

Dunkin Donuts

Counter Help and Cashier

May 1994 – November 1995

Stafford's-in-the-fields

Housekeeper, Server, Cook's Assistant and Decorator

Andrea M. Cadenas Murga

Bachelor of Business Administration with banking experience. Special interest in processing and banking operations.

WORK EXPERIENCE

Partners Bank, Sanford ME (On Site) — *Loan Servicing Representative*

MARCH 2023 - PRESENT

Full-time. Assisted with daily transaction processing to ensure core system performance. Responsible for disbursing and coordinating all retail construction loan disbursements. Created construction loan disbursement procedures. Daily booking and funding of residential, commercial and consumer loans in core system. Daily assistance to branch staff, customers and external parties, regarding transaction processing and resolution of mistakes/complaints.

Eldridge Real Estate Solutions, Lisbon NH (Remote) — *Transaction Coordinator*

OCTOBER 2022 - DECEMBER 2022

Full-time. Identify and track important contingencies for NH and ME Real Estate Contracts. Streamline communication between all parties involved in a purchase/sale real estate transaction. Provide exceptional customer service. Minor role in Marketing for Real Estate.

Eldridge Real Estate Solutions, Lisbon NH (Remote) — *Compliance Coordinator*

(former Administrative Assistant)

AUGUST 2020 - SEPTEMBER 2022

Full-time. Administrative Support, Compliance and Marketing Coordinator. Work alongside Transaction Coordinators to create, implement and improve processes within the company, and alongside Real Estate Agents to make their Marketing needs a reality. Managed NH and ME Real Estate Documentation for every transaction.

Proyecto Sanej, Peru (Remote) — *Assistant Manager (former Administrative Assistant)*

SEPTEMBER 2019 - OCTOBER 2021

- Part-time. Administrative and Strategic Support. Worked alongside Electrical Engineers and Technicians to create

and implement Occupational Safety processes, and alongside the CEO to set objectives and KPIs for each quarter.

Responsible for the creation of Operational Manuals and Protocols.

EDUCATION

University of Lima, Peru — *Bachelor of Business Administration (BBA)*

AUGUST 2014 - JUNE 2020

Bachelor of Business Administration and Management.

OTHER EXPERIENCE

Killington Ski Resort, Killington VT - *Cafeteria Cashier & Housekeeper*

DECEMBER 2016 - MARCH 2017 & DECEMBER 2015 - MARCH 2016

Winter Work and Travel Program participant

HARD SKILLS

- Microsoft O□ce (Proficient)
- Google Drive & Workspace (Proficient)
- Dotloop & Docusign (Proficient)
- Canva (Proficient)
- XE Horizon (Intermediate)
- Quickbooks (Intermediate)
- Jack Henry (Basic)

SOFT SKILLS

- Customer Service
- Analytical
- Problem-solving
- Results oriented
- Team Player

LANGUAGES

- Spanish (Native)
- English (Bilingual Proficiency)

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Ossipee Concerned Citizens Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Misty Ryder	Executive Director	$67,000.00	$75,000.00
Amanda White	Meals Program Director	$39,000.00	$52,000.00
Andrea Cadenas Murga	Book Keeper / Admi. Assistnat	$36,977.00	$41,600.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

ARC

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Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	**$24,010,976.93**	**$14,196,495.71**	**$38,207,472.64**	

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

- Home delivered meals delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury;
- Grab-n-Go meals defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle; and
- Congregate meals defined as meals serviced in a group setting at State-approved locations.

As referenced in Exhibit A. Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,288.56	$0.00	$1,290,288.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,288.56	$0.00	$1,290,288.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$596,298.64	$596,298.64
			Subtotal	*$945,366.48*	*$596,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

Home Healthcare, Hospice and Community Services, Inc.(Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*
			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ossipee Concerned Citizens, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $1,669,262.32

3. Modify Exhibit C – Amendment #1, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 53.86% Federal funds:

         1.1.1. 16.14% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 6.16% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 16.82% Social Services Block Grant, as awarded on 6/29/21, 6/29/22, and 6/1/23, by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

         1.1.4. 3.69% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S: Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6;

1.1.5. 9.66% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, ALN 93.045, FAIN 2101NHCMC6; and

1.1.6. 1.39% Centers for Medicare & Medicaid Services – Medicaid, ALN 93.778, FAIN N/A.

1.2. 46.14% General Funds.

4. Modify Exhibit C – Amendment #1, Payment Terms, Section 3., to read:

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

5. Modify Exhibit C-1 Amendment #1 – Rate Sheet, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/2024
Date

DocuSigned by:
Melissa Hardy
1323A24040DF495...

Name: Melissa Hardy
Title: Director, DLTSS

Ossipee Concerned Citizens, Inc.

6/5/2024
Date

DocuSigned by:
Dean Robertson
481E1D5AE44E49B...

Name: Dean Robertson
Title: Chairman of the board

- The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2024
Date

DocuSigned by:
Robyn Guarino
74873484941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #2

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	17,151	$8.11	$ 139,175.71
Title III-C Congregate Meals	Per Meal	9,747	$8.11	$ 79,048.17
Title XX Home Delivered Meals	Per Meal	18,270	$8.11	$ 148,218.36
ARPA Home Delivered Meals	Per Meal	4,470	$8.11	$ 36,251.70
ARPA Congregate Meals	Per Meal	9,193	$8.11	$ 74,555.23
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	1,000	$8.11	$ 8,110.00
ARP HCBS	Per Meal	573	$8.11	$ 4,647.03
			Subtotal	$ *490,006.20*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	17,151	$8.11	$ 139,175.71
Title IIIC1 Cong Meals	Per Meal	9,747	$8.11	$ 79,048.17
Title XX HD Meals	Per Meal	18,276	$8.11	$ 148,218.36
ARP Title IIIC2 HD Meals	Per Meal	4,470	$8.11	$ 36,251.70
ARP Title IIIC1 Cong Meals	Per Meal	9,193	$8.11	$ 74,555.23
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	4,000	$8.11	$ 32,440.00
ARP HCBS	Per Meal	2,293	$8.11	$ 18,596.23
HB2 - 7872	Per Meal	46,864	$0.57	$ 26,712.48
HB2 - 9255	Per Meal	18,276	$0.57	$ 10,417.32
			Subtotal	$ *565,415.20*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	19,676	$8.68	$ 170,787.68
Title IIIC1 Cong Meals	Per Meal	5,464	$8.68	$ 47,427.52
Title XX HD Meals	Per Meal	19,753	$8.68	$ 171,456.04
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDTL	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	18,216	$8.68	$ 158,114.88
HB2 - 9255	Per Meal	7,610	$8.68	$ 66,054.80
			Subtotal	$ *613,840.92*
			Total	$ 1,689,262.32

DS
DR

Contractor Initials:
Date: 6/6/2021

ARC

31A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 , TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 6, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into amendments to existing contracts with the Contractors listed below in bold to add additional funding to support the increase of need and cost to provide nutrition services to qualifying New Hampshire citizens, by increasing the total price limitation by $425,629.02 from $23,562,550.70 to $23,988,179.72 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 81.80% Federal Funds. 18.20% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #45 with the option to renew for four (4) additional years.

Contractor Name	Vendor Code	Area Served	Current Budget	Increase (Decrease) Amount	Revised Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16	$84,530.53	$3,976,162.69
Gibson Center for Senior Services	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00	$1,613.89	$ 699,073.89
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74	$96,906.39	$2,347,707.13
Newport Senior Center	177250	Sullivan County	$1,475,695.60	$55,164.22	$1,530,859.82
Ossipee Concerned Citizens	170158	Carroll County	$954,498.34	$ 63,793.26	$1,018,291.60
Rockingham Nutrition MOW	155197	Rockingham County	$3,958,961.38	$123,620.73	$4,082,582.11

St Joseph Community Services	155093	Hillsborough County	$5,631,940.84	$ -	$5,631,940.84
Strafford Nutrition MOW	260818	Strafford County	$1,521,873.94	$ -	$1,521,873.94
Tri-County Community Action Program	177195	Coos County	$1,718,768.52	$ -	$1,718,768.52
VNA at HCS, Inc	177274	Cheshire County	$1,460,919.18	$ -	$1,460,919.18
			$23,562,550.70	$425,629.02	$23,988,179.72

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to add additional funding to address the increased need for home delivered and congregate meals and increased cost to provide nutritional services to qualifying New Hampshire citizens. This contract will distribute the remaining American Rescue Plan Act (ARPA) Congregate meal funding to vendors to support the continued operations of congregate dining sites. The Contractors are experiencing an increase in request for meals due to inflation and are faced with the increased cost of food statewide. Therefore, the Department is requesting to add in the additional funds to ensure meal units are fulfilled and delivered.

Approximately 63,000 individuals will be served through these services. Approximately 55,293 additional meals will be served by this amendment during State Fiscal Years 2023 and 2024, which is in addition to the 1.6 million meals already being served through these services. The Contractors will provide meals using the following three methods for the following populations:

- Home delivered meals, delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by Contractors.

Should the Governor and Executive Council not authorize this request, the Department will be unable to support the increase of meal units being requested for older adults and younger adults with disabilities or chronic illness and they may not have access to nutritious meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Admin for Comm Living, ARPA Title III C, Assistance Listing Number #93.045 FAIN #2101NHCMC6; and Center for Medicaid and Medicare HCBS FMAP ARP.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7672 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80	$ -	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13	$ -	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80	$ -	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13	$ -	$ 338,860.13
		Subtotal	*$ 2,237,759.86*	*$ -*	*$ 2,237,759.86*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00	$ -	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00	$ -	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00	$ -	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00	$ -	$ 58,392.00
		Subtotal	*$ 437,940.00*	*$ -*	*$ 437,940.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29	$ -	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86	$ -	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29	$ -	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86	$ -	$ 162,410.86
		Subtotal	*$ 1,113,746.30*	*$ -*	*$ 1,113,746.30*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84	$ -	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36	$ -	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84	$ -	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36	$ -	$ 123,888.36
		Subtotal	*$ 809,702.40*	*$ -*	*$ 809,702.40*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71	$ -	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17	$ -	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71	$ -	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17	$ -	$ 79,048.17
		Subtotal	*$ 436,447.76*	*$ -*	*$ 436,447.76*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94	$ -	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38	$ -	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94	$ -	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38	$ -	$ 342,712.38
		Subtotal	*$ 2,262,884.64*	*$ -*	*$ 2,262,884.64*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56	$ -	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42	$ -	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56	$ -	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42	$ -	$ 560,579.42
		Subtotal	*$ 3,701,695.96*	*$ -*	*$ 3,701,695.96*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88	$ -	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51	$ -	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88	$ -	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51	$ -	$ 132,525.51
		Subtotal	*$ 875,052.78*	*$ -*	*$ 875,052.78*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80	$ -	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83	$ -	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80	$ -	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83	$ -	$ 149,653.83
		Subtotal	*$ 988,333.26*	*$ -*	*$ 988,333.26*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36	$ -	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17	$ -	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36	$ -	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17	$ -	$ 120,409.17
		Subtotal	*$ 795,153.06*	*$ -*	*$ 795,153.06*

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05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$	$ 2,068,479.83
		Subtotal	*$ 13,658,716.02*	$ -	*$ 13,658,716.02*
			$ 13,658,716.02	$ -	$ 13,658,716.02

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41	$	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41	$	$ 467,387.41
		Subtotal	*$ 934,774.82*	$ -	*$ 934,774.82*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00	$	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00	$	$ 41,361.00
		Subtotal	*$ 82,722.00*	$ -	*$ 82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72	$	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72	$	$ 315,089.72
		Subtotal	*$ 630,179.44*	$ -	*$ 630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03	$	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03	$	$ 205,775.03
		Subtotal	*$ 411,550.06*	$ -	*$ 411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36	$	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36	$	$ 148,218.36
		Subtotal	*$ 296,436.72*	$ -	*$ 296,436.72*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget

Fiscal Details
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544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24	$	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24	$	$ 472,683.24
		Subtotal	*$ 945,366.48*	*$*	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00	$	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00	$	$ 608,250.00
		Subtotal	*$ 1,216,500.00*	*$*	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29	$	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29	$	$ 182,791.29
		Subtotal	*$ 365,582.58*	*$*	*$ 365,582.58*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83	$	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83	$	$ 206,423.83
		Subtotal	*$ 412,847.66*	*$*	*$ 412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79	$	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79	$	$ 205,093.79
		Subtotal	*$ 410,187.58*	*$*	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*	*$*	*$ 5,706,147.34*
			$ 5,706,147.34	$	$ 5,706,147.34

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11	$	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63	$	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11	$	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63	$	$ 143,814.63

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		Subtotal	*$ 719,097.48*	*$*	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00	$	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00	$	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00	$	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00	$	$ 44,605.00
		Subtotal	*$ 176,798.00*	*$*	*$ 176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50	$	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00	$ 11,094.48	$ 161,129.48
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50	$	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00	$ 44,361.70	$ 194,396.70
		Subtotal	*$ 506,875.00*	*$ 55,456.18*	*$ 562,331.18*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44	$	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13	$	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44	$	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13	$	$ 52,577.13
		Subtotal	*$ 254,443.14*	*$*	*$ 254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70	$	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23	$ 8,110.00	$ 82,665.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70	$	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23	$ 32,440.00	$ 106,995.23
		Subtotal	*$ 221,613.86*	*$ 40,550.00*	*$ 262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84	$	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29	$	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84	$	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29	$	$ 145,485.29
		Subtotal	*$ 750,710.26*	*$*	*$ 750,710.26*

Fiscal Details
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St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44	$	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$	$	$
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44	$	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$	$	$
		Subtotal	*$ 713,744.88*	*$*	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44	$	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85	$	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44	$	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85	$	$ 56,242.85
		Subtotal	*$ 281,238.58*	*$*	*$ 281,238.58*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28	$	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52	$	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28	$	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52	$	$ 63,517.52
		Subtotal	*$ 317,587.60*	*$*	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16	$	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11	$	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16	$	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11	$	$ 51,101.11
		Subtotal	*$ 255,578.54*	*$*	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
		Subtotal	*$ 4,197,687.34*	*$ 96,006.18*	*$ 4,293,693.52*

$ 4,197,687.34 $ 96,006.18 $ 4,293,693.52

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP 100% FEDERAL FUNDS

Fiscal Details
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Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 16,909.35	$ 16,909.35
102-500731	Contracts for Program Svs	2024	$	$ 67,621.18	$ 67,621.18
		Subtotal	*$*	*$ 84,530.53*	*$ 84,530.53*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 324.40	$ 324.40
102-500731	Contracts for Program Svs	2024	$	$ 1,289.49	$ 1,289.49
		Subtotal	*$*	*$ 1,613.89*	*$ 1,613.89*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 8,288.42	$ 8,288.42
102-500731	Contracts for Program Svs	2024	$	$ 33,161.79	$ 33,161.79
		Subtotal	*$*	*$ 41,450.21*	*$ 41,450.21*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 11,029.60	$ 11,029.60
102-500731	Contracts for Program Svs	2024	$	$ 44,134.62	$ 44,134.62
		Subtotal	*$*	*$ 55,164.22*	*$ 55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 4,647.03	$ 4,647.03
102-500731	Contracts for Program Svs	2024	$	$ 18,596.23	$ 18,596.23
		Subtotal	*$*	*$ 23,243.26*	*$ 23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 24,727.39	$ 24,727.39
102-500731	Contracts for Program Svs	2024	$	$ 98,893.34	$ 98,893.34
		Subtotal	*$*	*$ 123,620.73*	*$ 123,620.73*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$	$
102-500731	Contracts for Program Svs	2024	$	$	$
		Subtotal	*$*	*$*	*$*

05-95-93-930010-2606 Summary for All Vendors

Fiscal Details
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Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 65,926.19	$ 65,926.19
102-500731	Contracts for Program Svs	2024	$	$ 263,696.65	$ 263,696.65
		Subtotal	*$*	*$ 329,622.84*	*$ 329,622.84*
				329,622.84	$ 329,622.84

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,945,816.08	$ 16,909.35	$ 1,962,725.43
		2024	$ 1,945,816.08	$ 67,621.18	$ 2,013,437.26
		Subtotal	*$ 3,891,632.16*	*$ 84,530.53*	*$ 3,976,162.69*

Gibson Center for Senior Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 348,730.00	$ 324.40	$ 349,054.40
		2024	$ 348,730.00	$ 1,289.49	$ 350,019.49
		Subtotal	*$ 697,460.00*	*$ 1,613.89*	*$ 699,073.89*

Grafton County Senior Citizens Council, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,125,400.37	$ 19,382.90	$ 1,144,783.27
		2024	$ 1,125,400.37	$ 77,523.49	$ 1,202,923.86
		Subtotal	*$ 2,250,800.74*	*$ 96,906.39*	*$ 2,347,707.13*

Newport Senior Center

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 737,847.80	$ 11,029.60	$ 748,877.40
		2024	$ 737,847.80	$ 44,134.62	$ 781,982.42
		Subtotal	*$ 1,475,695.60*	*$ 55,164.22*	*$ 1,530,859.82*

Ossipee Concerned Citizens

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 477,249.17	$ 12,757.03	$ 490,006.20
		2024	$ 477,249.17	$ 51,036.23	$ 528,285.40
		Subtotal	*$ 954,498.34*	*$ 63,793.26*	*$ 1,018,291.60*

Rockingham Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,979,480.69	$ 24,727.39	$ 2,004,208.08
		2024	$ 1,979,480.69	$ 98,893.34	$ 2,078,374.03
		Subtotal	*$ 3,958,961.38*	*$ 123,620.73*	*$ 4,082,582.11*

Fiscal Details
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St Joseph Community Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 2,815,970.42	$ -	$ 2,815,970.42
		2024	$ 2,815,970.42	$ -	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*	*$ -*	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 760,936.97	$ -	$ 760,936.97
		2024	$ 760,936.97	$ -	$ 760,936.97
		Subtotal	*$ 1,521,873.94*	*$ -*	*$ 1,521,873.94*

Tri-County Community Action Program

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 859,384.26	$ -	$ 859,384.26
		2024	$ 859,384.26	$ -	$ 859,384.26
		Subtotal	*$ 1,718,768.52*	*$ -*	*$ 1,718,768.52*

VNA at HCS

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 730,459.59	$ -	$ 730,459.59
		2024	$ 730,459.59	$ -	$ 730,459.59
		Subtotal	*$ 1,460,919.18*	*$ -*	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
		2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
		Subtotal	*$ 23,562,550.70*	*$ 425,629.02*	*$ 23,988,179.72*

$ 23,562,550.70 $ 425,629.02 $ 23,988,179.72

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$ -	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
2606-102-500731	Contracts for Program Svs.	2023	$ -	$ 65,926.19	$ 65,926.19
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$ -	$ 2,068,479.83

Fiscal Details
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9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
2606-102-500731	Contracts for Program Svs	2024	$	$ 263,696.65	$ 263,696.65
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36	$	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66	$	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34	$	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82	$	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52	$ 96,006.18	$ 1,659,873.70
2606-102-500731	Contracts for Program Svs	all	$	$ 329,622.84	$ 329,622.84
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Grand Total SFY23	2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
Grand Total SFY24	2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
Total Contract		$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ossipee Concerned Citizens, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,018,291.60

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C - Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1 – Amendment #1, Rate Sheet.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

3/23/2023
Date

Name: Melissa Hardy
Title: Director, DLTSS

Ossipee Concerned Citizens, Inc.

3/23/2023
Date

Name: Roland Millette
Title: Treasurer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/24/2023
Date

Docu Signed by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
BEAS Nutrition Services - Ossipee Concerned Citizens, Inc.

EXHIBIT C – Amendment 1

Payment Terms

1. This Agreement is funded by:
   - 1.1. 65.80% Federal funds,
     - 1.1.1. 16.40% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
     - 1.1.2. 7.77% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
     - 1.1.3. 17.47% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
     - 1.1.4. 6.05% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
     - 1.1.5. 15.83% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
     - 1.1.6. 2.28% Center for Medicaid/Medicare Services- HCBS Enhanced FMAP-ARP Funds.
   - 1.2. 34.20% General funds.
2. For the purposes of this Agreement the Department has identified:
   - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following

the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Amendment 1 - Rate Sheet - Ossipee Concerned Citizens

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	17,161	$8.11	$ 139,175.71
Title IIIC1 Cong Meals	Per Meal	9,747	$8.11	$ 79,048.17
Title XX HD Meals	Per Meal	18,276	$8.11	$ 148,218.36
ARP Title IIIC2 HD Meals	Per Meal	4,470	$8.11	$ 36,251.70
ARP Title IIIC1 Cong Meals	Per Meal	9,193	$8.11	$ 74,555.23
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	1,000	$8.11	$ 8,110.00
ARP HCBS	Per Meal	573	$8.11	$ 4,647.03
			Subtotal	$ *490,006.20*

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	17,161	$8.11	$ 139,175.71
Title IIIC1 Cong Meals	Per Meal	9,747	$8.11	$ 79,048.17
Title XX HD Meals	Per Meal	18,276	$8.11	$ 148,218.36
ARP Title IIIC2 HD Meals	Per Meal	4,470	$8.11	$ 36,251.70
ARP Title IIIC1 Cong Meals	Per Meal	9,193	$8.11	$ 74,555.23
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	4,000	$8.11	$ 32,440.00
ARP HCBS	Per Meal	2,293	$8.11	$ 18,596.23
			Subtotal	$ *528,285.40*

Contractor Initials: RM

Date: 3/23/2023

45 GAC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,961.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.94
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	**$23,562,550.70**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 63,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Strafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

	Reviewer Name	Title
1	Thom O'Connor	Administrator II
2	Jean Crouch	Supervisor VII
3	Maureen Brown	Nutrition Consultant
4	Shawn Martin	Business Administrator

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

06-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13
		Subtotal	*$ 2,237,759.86*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00
		Subtotal	***$ 437,940.00***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86
		Subtotal	***$ 1,113,746.30***

Fiscal Details
RFA-2017-8EAS-06-NUTRI

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36
		Subtotal	***$ 809,702.40***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17
		Subtotal	***$ 436,447.76***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #166197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38
		Subtotal	***$ 2,262,884.64***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #165093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42
		Subtotal	***$ 3,701,695.96***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51
		Subtotal	***$ 875,052.78***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83
		Subtotal	***$ 988,333.26***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17
		Subtotal	*$ 795,153.06*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
		Subtotal	***$ 13,658,716.02***

$ 13,658,716.02

Fiscal Details
RFA-2017-BEAS-06-NUTRI

05-95-48-481010-9266 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41
		Subtotal	*$ 934,774.82*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00
		Subtotal	$ *82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72
		Subtotal	$ *630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03
		Subtotal	$ *411,550.06*

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36
		Subtotal	$ *296,436.72*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24
		Subtotal	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00
		Subtotal	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29
		Subtotal	*$ 365,582.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83
		Subtotal	*$ 412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79
		Subtotal	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*

$ 5,706,147.34

Fiscal Details
RFA-2017-BEAS-06-NUTRI

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63
		Subtotal	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00
		Subtotal	*$ 176,798.00*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00
		Subtotal	*$ 506,875.00*

Newport Senior Center (Vendor #177260)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13
		Subtotal	*$ 254,443.14*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23
		Subtotal	*$ 221,613.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29
		Subtotal	*$ 750,710.26*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$
		Subtotal	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85
		Subtotal	*$ 281,238.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52
		Subtotal	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11
		Subtotal	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Subtotal	*$ 4,197,687.34*

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	*$ 3,891,632.16*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ 348,730.00
		2024	$ 348,730.00
		Subtotal	*$ 697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	*$ 2,250,800.74*

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	*$ 1,475,695.60*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	*$ 954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	*$ 3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	*$ 1,521,873.94*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,662,550.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,662,550.70

Grand Total SFY23		2023	$ 11,781,275.35
Grand Total SFY24		2024	$ 11,781,275.35
Total Contract			$ 23,562,550.70

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFA-2023-BEAS-04-BEASN-06 (BEAS Nutrition Services)

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

1. 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 Ossipee Concerned Citizens, Inc.		1.4 Contractor Address PO Box 426 3 Dore Street Center Ossipee, NH 03814	
1.5 Contractor Phone Number (603) 539-6851	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $954,498.34
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Dean Robertson Date: 6/7/2022		1.12 Name and Title of Contractor Signatory Dean Robertson President of the Board	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/7/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DR

Date 6/7/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DR

Date 6/7/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DR

Date 8/7/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended to read as follows:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

EXHIBIT A

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant on each

day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3.. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, except

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their familes;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Service

staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.12. Referring Clients to Other Services

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

1.13. Client Wait Lists

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.14. Criminal Background Check and BEAS State Registry Checks

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1: Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; clients who are blind or have low vision; and clients who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services hereunder, as well as clients declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

EXHIBIT B

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Carroll	Effingham, Freedom, Moultonboro, Ossipee, Sandwich, Tamworth, Wakefield
Title III-C Congregate Meals	Carroll	Moultonboro, Ossipee, Sandwich, Tamworth
Title XX Home Delivered Meals	Carroll	Effingham, Freedom, Moultonboro, Ossipee, Sandwich, Tamworth, Wakefield
ARPA Home Delivered Meals	Carroll	Effingham, Freedom, Moultonboro, Ossipee, Sandwich, Tamworth, Wakefield
ARPA Congregate Meals	Carroll	Moultonboro, Ossipee, Sandwich, Tamworth

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:

1.1. 64.15% Federal funds,

1.1.1. 17.50% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,

1.1.2. 8.28% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,

1.1.3. 18.63% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,

1.1.4. 6.46% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,

1.1.5. 13.28% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.

1.2. 35.85% General funds.

2. For the purposes of this Agreement the Department has identified:

2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.

2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units

Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	17,161	$8.11	$ 139,175.71
Title III-C Congregate Meals	Per Meal	9,747	$8.11	$ 79,048.17
Title XX Home Delivered Meals	Per Meal	18,276	$8.11	$ 148,218.36
ARPA Home Delivered Meals	Per Meal	4,470	$8.11	$ 36,251.70
ARPA Congregate Meals	Per Meal	9,193	$8.11	$ 74,555.23
Totals		58,847		$ 477,249.17

7/1/2023 through 06/30/2024 Service Units

Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	17,161	$8.11	$ 139,175.71
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Title XX Home Delivered Meals	Per Meal	18,276	$8.11	$ 148,218.36
ARPA Home Delivered Meals	Per Meal	4,470	$8.11	$ 36,251.70
ARPA Congregate Meals	Per Meal	9,193	$8.11	$ 74,555.23
Totals		58,847		$ 477,249.17
			Total Award	$ 954,498.34

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DR
Date 6/7/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☒ if there are workplaces on file that are not identified here.

Vendor Name: Ossipee Concerned Citizens

6/7/2022
Date

DocuSigned by:
Dean Robertson
Name: Dean Robertson
Title: President of the Board

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Ossipee Concerned Citizens

6/7/2022
Date

DocuSigned by:
Dean Robertson
Name: Dean Robertson
Title: President of the Board

DR
Vendor Initials
6/7/2022
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DR

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Ossipee Concerned Citizens

6/7/2022
Date

DocuSigned by:
Dean Robertson
Name: Dean Robertson
Title: President of the Board

DR
Contractor Initials

6/7/2022
Date

New Hampshire Department of Health and Human Services
Exhibit G

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Ossipee Concerned Citizens

6/7/2022
Date

DocuSigned by:
Dean Robertson
Name: Dean Robertson
Title: President of the Board

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Ossipee Concerned Citizens

6/7/2022
Date

DocuSigned by:
Dean Robertson
Name: Dean Robertson
Title: President of the Board

Contractor Initials DR
Date 6/7/2022

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials DR

Date 6/7/2022

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Ossipee Concerned Citizens
The State	Name of the Contractor
Christine Santaniello	Dean Robertson
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Dean Robertson
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President of the Board
Title of Authorized Representative	Title of Authorized Representative
6/7/2022	6/7/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below-named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Ossipee Concerned Citizens

6/7/2022
Date

DocuSigned by:
Dean Robertson
Name: Dean Robertson
Title: President of the Board

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 1664 35 073

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials DR

Date 6/7/2022

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process: The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $11,174,124.64

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #3.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1, Rate Sheet, Amendment #3.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1, Rate Sheet, Amendment #2, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/28/2025
Date

DocuSigned by:
Melissa Hardy
1323A2404DDF495...
Name: Melissa Hardy
Title: Director, DLTSS

Rockingham Nutrition and Meals on Wheels Program, Inc.

2/28/2025
Date

DocuSigned by:
Tim Diaz
77F7402B9F404FA...
Name: Tim Diaz
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/1/2025
Date

DocuSigned by:
Robyn Guarino
74873434404148D...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	97,254.00	$8.11	$ 788,729.94
Title IIIC1 Cong Meals	Per Meal	42,258.00	$8.11	$ 342,712.38
Title XX HD Meals	Per Meal	58,284.00	$8.11	$ 472,683.24
ARP Title IIIC2 HD Meals	Per Meal	28,344.00	$8.11	$ 229,869.84
ARP Title IIIC1 Cong Meals	Per Meal	17,939.00	$8.11	$ 145,485.29
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	3,049.00	$8.11	$ 24,727.39
			Subtotal	$ *2,004,208.08*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	97,254	$8.11	$ 788,729.94
Title IIIC1 Cong Meals	Per Meal	42,258	$8.11	$ 342,712.38
Title XX HD Meals	Per Meal	58,284	$8.11	$ 472,683.24
ARP Title IIIC2 HD Meals	Per Meal	28,344	$8.11	$ 229,869.84
ARP Title IIIC1 Cong Meals	Per Meal	17,939	$8.11	$ 145,485.29
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	12,194	$8.11	$ 98,893.34
HB2 - 7872	Per Meal	197,989	$0.57	$ 112,853.73
HB2 - 9255	Per Meal	58,284	$0.57	$ 33,221.88
			Subtotal	$ *2,224,449.64*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	106,660	$8.68	$ 925,808.80
Title IIIC1 Cong Meals	Per Meal	23,689	$8.68	$ 205,620.52
Title XX HD Meals	Per Meal	68,698	$8.68	$ 596,298.64
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	47,735	$8.68	$ 414,339.80
HB2 - 9255	Per Meal	19,941	$8.68	$ 173,087.88
			Subtotal	$ *2,315,155.64*

7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	163,870	$8.68	$ 1,422,391.60
Title IIIC1 Cong Meals	Per Meal	14,214	$8.68	$ 123,377.52
Title XX HD Meals	Per Meal	88,639	$8.68	$ 769,386.52
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	$ *2,315,155.64*

7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	163,870	$8.68	$ 1,422,391.60
Title IIIC1 Cong Meals	Per Meal	14,214	$8.68	$ 123,377.52
Title XX HD Meals	Per Meal	88,639	$8.68	$ 769,386.52
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	$ *2,315,155.64*
			Total	$ 11,174,124.64

DS
Contractor Initials 10
Date 2/28/2025

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 30, 1978. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66243

Certificate Number: 0007053863

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of February A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, SallyAnn Hawko, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Rockingham Nutrition and Meals on Wheels Program, Inc., dba Meals on Wheels of Rockingham County.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 26, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Tim Diaz (may list more than one person)

is duly authorized on behalf of Rockingham Nutrition and Meals on Wheels Program, Inc., dba Meals on Wheels of Rockingham County to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. **This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority.** I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: February 28, 2025

SallyAnn Hawko

Signature of Elected Officer
Name:
Title:

Docusign Envelope ID: 4CA72B7E-B8D7-478B-89C7-CB990DBE6F2C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2025

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 Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Sarah Cullen, AINS, ACSR PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: sarah.cullen@crossagency.com
INSURED ROCKINGHAM NUTRITION & MEALS ON WHEELS, INC 106 NORTH RD BRENTWOOD NH 03833-6614	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Selective Insurance Co. of America — 12572 INSURER B: Granite State Health Care and Human Services Self- — INSURER C: Mount Vernon Fire Ins Co — 26522 INSURER D: — INSURER E: — INSURER F: —

COVERAGES CERTIFICATE NUMBER: CL2491387796 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2641035	09/08/2024	09/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			S 2641035	09/08/2024	09/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			S 2641035	09/08/2024	09/08/2025	EACH OCCURRENCE AGGREGATE [blank]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P02794HCH2025	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			NDO2555315E	09/08/2024	09/08/2025	Each Claim In the aggregate Deductible Each Claim	1,000,000 1,000,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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

Sarah Cullen

MEALS ON WHEELS
ROCKINGHAM COUNTY

Mission

Meals on Wheels of Rockingham County provides nutritious meals and support services to older and/or permanently or temporarily homebound residents of Rockingham County to help them preserve long term health, independence, and well-being.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2024

(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED JUNE 30, 2023)

ROCKINGHAM
NUTRITION & MEALS
ON WHEELS

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

CONTENTS

MARCUM
ACCOUNTANTS ▲ ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Rockingham Nutrition and Meals on Wheels Program

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Rockingham Nutrition and Meals on Wheels Program, which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Rockingham Nutrition and Meals on Wheels Program as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Rockingham Nutrition and Meals on Wheels Program and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Rockingham Nutrition and Meals on Wheels Program's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Rockingham Nutrition and Meals on Wheels Program's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Rockingham Nutrition and Meals on Wheels Program's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Rockingham Nutrition and Meals on Wheels Program's 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 25, 2024. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2024 on our consideration of the Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and compliance.

Marcum LLP

Merrimack, NH
December 3, 2024

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2024

(with comparative totals as of June 30, 2023)

	2024				
	Without Donor Restrictions				
	Undesignated	Board Designated	With Donor Restrictions	2024 Total	2023 Total
Assets					
Current Assets					
Cash and cash equivalents	$ 812,339	$ 218,200	$ --	$ 1,030,539	$ 2,485,960
Grants receivable	251,895	--	--	251,895	92,804
Contributions receivable	51,500	--	52,208	103,708	121,573
Other assets	5,377	--	--	5,377	6,609
Total Current Assets	1,121,111	218,200	52,208	1,391,519	2,706,946
Noncurrent Assets					
Investments	--	2,428,346	--	2,428,346	902,605
Contributions receivable, net of current portion	--	--	918,809	918,809	971,017
Property and equipment, net	180,410	--	--	180,410	191,523
Total Noncurrent Assets	180,410	2,428,346	918,809	3,527,565	2,065,145
Total Assets	$ 1,301,521	$ 2,646,546	$ 971,017	$ 4,919,084	$ 4,772,091
Liabilities and Net Assets					
Current Liabilities					
Accounts payable	$ 163,533	$ --	$ --	$ 163,533	$ 161,840
Accrued expenses	147,479	--	--	147,479	141,087
Total Current Liabilities	311,012	--	--	311,012	302,927
Net Assets					
Without donor restrictions:					
Undesignated	990,509	--	--	990,509	930,889
Board-designated	--	2,646,546	--	2,646,546	2,456,881
With donor restrictions:					
Time restricted	--	--	971,017	971,017	1,081,394
Total Net Assets	990,509	2,646,546	971,017	4,608,072	4,469,164
Total Liabilities and Net Assets	$ 1,301,521	$ 2,646,546	$ 971,017	$ 4,919,084	$ 4,772,091

The accompanying notes are an integral part of these financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2024

(with summarized comparative totals for the year ended June 30, 2023)

	2024				
	Without Donor Restrictions				
	Undesignated	Board Designated	With Donor Restrictions	2024 Total	2023 Total
Support, Revenue, and Other					
Support:					
Grants:					
Title III and related programs	$ 2,341,571	$ --	$ --	$ 2,341,571	$ 2,173,783
Choices for Independence Program	346,681	--	--	346,681	314,072
Nutrition Services Incentive Program	255,539	--	--	255,539	246,873
Transportation services	118,522	--	--	118,522	102,236
Other grants	33,000	--	--	33,000	52,676
Contributions	1,207,953	--	--	1,207,953	1,328,482
In-kind contributions	145,131	--	--	145,131	147,254
Other:					
Investment income	10,435	189,665	--	200,100	90,982
Other income	6,349	--	--	6,349	--
Net assets released from restrictions	110,377	--	(110,377)	--	--
Total Support, Revenue, and Other	4,575,558	189,665	(110,377)	4,654,846	4,456,358
Expenses					
Program Services:					
Congregate meals	220,550	--	--	220,550	223,684
Home meal delivery	3,569,370	--	--	3,569,370	3,300,943
Transportation services	297,415	--	--	297,415	280,900
Age friendly communities	--	--	--	--	42,000
Total Program Services	4,087,335	--	--	4,087,335	3,847,527
Supporting Services:					
Management and general	288,362	--	--	288,362	347,819
Fundraising	140,241	--	--	140,241	213,632
Total Supporting Services	428,603	--	--	428,603	561,451
Total Expenses	4,515,938	--	--	4,515,938	4,408,978
Change in Net Assets	59,620	189,665	(110,377)	138,908	47,380
Net Assets, Beginning of Year	930,889	2,456,881	1,081,394	4,469,164	4,421,784
Net Assets, End of Year	$ 990,509	$ 2,646,546	$ 971,017	$ 4,608,072	$ 4,469,164

The accompanying notes are an integral part of these financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2024

(with summarized comparative totals for the year ended June 30, 2023)

	2024							
	Program Services				Supporting Services			
	Congregate Meals	Home Meal Delivery	Transportation Services	Total Program Services	Management and General	Fundraising	2024 Total	2023 Total
Salaries and wages	$ 71,800	$ 1,169,840	$ 153,717	$ 1,395,357	$ 91,584	$ 101,967	$ 1,588,908	$ 1,627,794
Employee benefits	6,443	72,558	19,708	98,709	21,907	4,058	124,674	110,723
Payroll taxes	5,400	92,178	11,491	109,069	6,175	7,632	122,876	121,296
Accounting	--	--	--	--	26,500	--	26,500	25,000
Other professional fees	--	--	--	--	23,691	7,800	31,491	54,931
Office expenses	165	3,359	468	3,992	12,416	3,835	20,243	9,852
Information technology	3,066	28,868	1,213	33,147	1,703	440	35,290	30,549
Occupancy	12,997	191,686	5,926	210,609	13,560	7,556	231,725	222,651
Transportation and mileage	--	184,122	78,458	262,580	3	--	262,583	272,894
Staff training and development	655	11,030	797	12,482	16,046	1,032	29,560	35,617
Depreciation	--	1,361	7,812	9,173	8,308	--	17,481	20,944
Insurance	1,409	23,257	16,033	40,699	45,539	2,111	88,349	75,247
Contractual food and paper	116,498	1,760,379	18	1,876,895	60	--	1,876,955	1,719,376
Supplies	1,895	26,351	1,521	29,767	14,433	1,746	45,946	33,615
Miscellaneous	41	1,562	--	1,603	2,256	1,930	5,789	28,454
Licenses and fees	181	2,819	253	3,253	4,181	134	7,568	20,035
Total Expenses by Function	$ 220,550	$ 3,569,370	$ 297,415	$ 4,087,335	$ 288,362	$ 140,241	$ 4,515,938	$ 4,408,978

The accompanying notes are an integral part of these financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2024

(with comparative totals for the year ended June 30, 2023)

	2024	2023
Cash Flows from Operating Activities		
Change in net assets	$ 138,908	$ 47,380
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Unrealized gain on investments	(115,610)	(67,388)
Depreciation	17,481	20,944
Changes in operating assets and liabilities:		
Grants receivable	(159,091)	46,206
Contributions receivable	70,073	56,575
Other assets	1,232	(6,168)
Accounts payable	1,693	21,072
Accrued expenses	6,392	(2,054)
Net Cash (Used in) Provided by Operating Activities	(38,922)	116,567
Cash Flows from Investing Activities		
Purchase of fixed assets	(6,368)	(5,329)
Purchase of investments	(1,410,131)	(19,883)
Net Cash Used in Investing Activities	(1,416,499)	(25,212)
Net (Decrease) Increase in Cash and Cash Equivalents	(1,455,421)	91,355
Cash and Cash Equivalents, Beginning of Year	2,485,960	2,394,605
Cash and Cash Equivalents, End of Year	$ 1,030,539	$ 2,485,960

The accompanying notes are an integral part of these financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2024

(with comparative totals for the year ended June 30, 2023)

NOTE 1 - ORGANIZATION

The Rockingham Nutrition and Meals on Wheels Program (the Organization), is a nonprofit organization that helps older adults and/or disabled residents of Rockingham County, New Hampshire maintain their health, well-being, and independence with nutritious meals and other support services. These services are critical to the Organization's clients' ability to continue to live in their homes. In the year ended June 30, 2024, the Organization served 3,002 clients in 37 towns across Rockingham County. The Organization's programs include:

- Congregate Meals (also known as Community Luncheons) – The Organization serves lunch in twelve locations where older adults can get out of the house, be with friends and peers, and share a healthy meal. These dining locations also allow clients to take part in activities, games, exercise, or other forms of enrichment. In the year ended June 30, 2024, the Organization served 29,703 such congregate meals.

- Home Meal Delivery – The Organization offers home meal delivery to many clients, including those at higher risk of mortality or morbidity from COVID-19. Unlike many similar programs in the United States of America, the Organization serves hot meals, with options for those whose diets need to be cardiac- or diabetic-friendly. While clients' nutritional needs are important, the Organization knows that it is also delivering a crucial serving of human interaction that can counteract the feelings of isolation and loneliness that many clients feel. Each meal delivered serves as a routine safety check and a welcome opportunity for a smile and a conversation. (Many clients say that their driver is the only person they see on most days.) In the year ended June 30, 2024, the Organization provided 352,829 meals through home delivery.

- Transportation Services – The Organization offers rides to clients to and from various destinations in Rockingham County. A trip to the doctor, grocery store, or Community Luncheon is just a phone call away for someone who may feel lonely or isolated. In the year ended June 30, 2024, the Organization provided 9,114 rides.

Rockingham Nutrition and Meals on Wheels surveys its clients regularly to monitor program quality and ensure positive outcomes in line with its purpose. In the latest survey, results were as follows:

- 96% of respondents reported that Meals on Wheels benefited their health;
- 92% reported feeling safer knowing that we are looking out for their safety and well-being;
- 90% reported that the overall service is "excellent" or "very good".

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

BASIS OF FINANCIAL STATEMENT PRESENTATION

The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America (GAAP).

PRIOR YEAR SUMMARIZED FINANCIAL INFORMATION

The accompanying financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2023 from which the summarized information was derived.

CASH AND CASH EQUIVALENTS

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes are excluded from this definition.

GRANTS RECEIVABLE

Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. Grants receivable are recorded at net realizable value and are generally due within one year. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONTRIBUTIONS RECEIVABLE

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contributions revenue in the statement of activities. The allowance for uncollectable receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. Management has determined that no allowance is necessary.

INVESTMENTS

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the statement of financial position. Net investment return/(loss) is reported in the statement of activities and consists of interest and dividend income, and realized and unrealized gains and losses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

PROPERTY AND EQUIPMENT, NET

Property and equipment additions over $1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 39 years. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the statement of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2024 or 2023.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NET ASSETS

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions.

Net Assets Without Donor Restrictions

Net assets without donor restrictions are net assets available for use in general operations and not subject to donor-imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for a working capital reserve and a board-designated fund for long-term stability.

Net Assets With Donor Restrictions

Net assets with donor restrictions are net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

REVENUE RECOGNITION

Revenue derived from cost-reimbursable contracts and grants is conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures or met performance requirements (i.e., meals served, rides given) in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION (CONTINUED)

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give – that is, those with a measurable performance or other barrier and a right of return – are not recognized until the conditions on which they depend have been met.

DONATED SERVICES AND IN-KIND CONTRIBUTIONS

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by GAAP. GAAP allows recognition of contributed services only if (a) the services create or enhance nonfinancial assets, or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair value of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

FUNCTIONAL ALLOCATION OF EXPENSES

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function. Accordingly, costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. Expenses that are allocated include depreciation and occupancy, which are allocated based primarily on square footage, food and travel, which are allocated based on the distribution of meals, as well as salaries and wages, employee benefits, payroll taxes, and insurance, which are allocated on the basis of time and effort.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose.

The Organization accounts for uncertain tax provisions under FASB ASC 740, *Income Taxes*, which provides a framework for how entities should recognize, measure, present, and disclose uncertain tax positions in their financial statements. The Organization may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. Management has reviewed the Organization's reporting and believes they have not taken tax positions that are more likely than not to be determined to be incorrect by the IRS and, therefore, no adjustments or disclosures are required. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods pending or in progress.

ESTIMATES

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

FINANCIAL INSTRUMENTS AND CREDIT RISK

Deposit concentration risk is managed by placing cash and money market accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates. Investments are made by diversified investment managers whose performance is monitored by the Board of Directors. Although the fair value of investments are subject to fluctuation on a year-to-year basis, the Board of Directors believes that its investment policies and guidelines are prudent for the long-term welfare of the Organization.

NOTE 3 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the statement of financial position, were comprised of the following at June 30, 2024 and 2023:

	2024	2023
Financial assets at year end:		
Cash and cash equivalents	$ 1,030,539	$ 2,485,960
Grants receivable	251,895	92,804
Contributions receivable	1,022,517	1,092,590
Investments	2,428,346	902,605
Total financial assets	4,733,297	4,573,959
Less amounts not available to be used within one year:		
Contributions receivable in more than one year	(918,809)	(971,017)
Board-designated net assets	(2,646,546)	(2,456,881)
Financial assets available to meet general expenditures over the next year	$ 1,167,942	$ 1,146,061

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by restricted resources.

NOTE 4 - INVESTMENTS AND FAIR VALUE MEASUREMENTS

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity.

NOTE 4 - INVESTMENTS AND FAIR VALUE MEASUREMENTS (CONTINUED)

Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 - Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety at the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset or liability within the hierarchy is based upon the pricing transparency of the asset or liability and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

Investment assets are classified within Level 1 because they are comprised of various instruments with readily determinable and quoted fair values based on daily redemption values.

NOTE 4 - INVESTMENTS AND FAIR VALUE MEASUREMENTS (CONTINUED)

The following table presents the Organization's assets measured at fair value on a recurring basis at June 30, 2024:

	2024			
	Total	Level 1	Level 2	Level 3
Assets:				
Investments:				
Cash and money market funds (at cost)	$ 1,474,268	$ --	$ --	$ --
Bond mutual funds	243,363	243,363	--	--
Equity mutual funds	710,715	710,715	--	--
Total assets at fair value	$ 2,428,346	$ 954,078	$ --	$ --

The following table presents the Organization's assets measured at fair value on a recurring basis at June 30, 2023:

	2023			
	Total	Level 1	Level 2	Level 3
Assets:				
Investments:				
Cash and money market funds (at cost)	$ 9,451	$ --	$ --	$ --
Bond mutual funds	231,554	231,554	--	--
Equity mutual funds	661,600	661,600	--	--
Total assets at fair value	$ 902,605	$ 893,154	$ --	$ --

Interest and dividends and net realized and unrealized gains on investments are reflected in the accompanying statement of activities and change in net assets as investment income.

Investments, in general, are exposed to various risks such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in value of investments will occur in the near term and that such changes could materially affect the amounts reported in the statement of financial position and the statement of activities and change in net assets.

NOTE 5 - CONTRIBUTIONS RECEIVABLE

Unconditional contributions receivable, approximately $970,000 of which is related to the in-kind lease (see Note 9), were estimated to be collected as follows at June 30, 2024 and 2023:

	2024	2023
Within one year	$ 103,708	$ 121,573
In one to five years	285,496	277,180
Over five years	633,313	693,837
	$ 1,022,517	$ 1,092,590

NOTE 6 - PROPERTY AND EQUIPMENT, NET

Property and equipment, net was comprised of the following at June 30, 2024 and 2023:

	2024	2023
Leasehold improvements	$ 170,112	$ 170,112
Furniture and equipment	83,605	77,237
Vehicles	91,332	91,332
	345,049	338,681
Less accumulated depreciation	(164,639)	(147,158)
	$ 180,410	$ 191,523

NOTE 7 - ACCRUED EXPENSES

Accrued expenses consisted of the following at June 30, 2024 and 2023:

	2024	2023
Accrued payroll and related expenses	$ 66,407	$ 60,154
Accrued compensated absences	65,044	72,677
Other accrued expenses	16,028	8,256
	$ 147,479	$ 141,087

NOTE 8 - NET ASSETS

BOARD-DESIGNATED NET ASSETS

Reimbursements from the Organization's primary funding sources are often not received until well after expenditures have been made. Due to the critical nature of the Organization's mission, which is to provide food to people at risk, the Board believes that any lapse in service is not acceptable and that Board-designated net assets provide a sufficient reserve to fund the operations of the Organization.

Long-Term Stability

The Board has designated, from net assets without donor restrictions, net assets for a fund to address the foundation of long-term stability of the Organization. A vote of 2/3 of the full Board is required to add to and use these funds.

Working Capital Reserve

The Board of Directors designates the equivalent of approximately five and one half months' current operating expenses of the Organization's net assets without donor restrictions as a working capital reserve to stabilize its cash flow. These funds are to be used to mitigate program and cash flow risk associated with providing regular and uninterrupted meals to older adults, and adults with temporary or permanent disabilities that are served by the Organization.

NOTE 8 - NET ASSETS (CONTINUED)

BOARD-DESIGNATED NET ASSETS (CONTINUED)

Change in Board-Designated Net Assets

Changes in Board-designated net assets for the year ended June 30, 2024 were as follows:

Year ended June 30, 2024	Long-term Stability	Working Capital Reserve	Total
Board-designated net assets, beginning of year	$ 902,605	$ 1,554,276	$ 2,456,881
Investment return, net	131,599	58,066	189,665
Transfer between funds	53,896	(53,896)	--
Board-designated net assets, end of year	$ 1,088,100	$ 1,558,446	$ 2,646,546

Changes in Board-designated net assets for the year ended June 30, 2023 were as follows:

Year ended June 30, 2023	Long-term Stability	Working Capital Reserve	Total
Board-designated net assets, beginning of year	$ 815,334	$ 1,554,276	$ 2,369,610
Investment return, net	87,271	--	87,271
Board-designated net assets, end of year	$ 902,605	$ 1,554,276	$ 2,456,881

NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions were comprised of the following at June 30, 2024 and 2023:

	2024	2023
Subject to the passage of time:		
Donated facility use	$ 971,017	$ 1,021,704
Future years operations	--	59,690
	$ 971,017	$ 1,081,394

Net assets were released from donor restrictions by the occurrence of the passage of time.

NOTE 9 - CONTRIBUTED NONFINANCIAL ASSETS

The Organization leases space, under tenant-at-will agreements, to hold their congregate meals for which the rental payments are less than the amount that would be charged for similar space that is rented under similar terms. Using publicly available commercial real estate rental listings, the Organization estimates the rental payments to be valued at approximately $145,000 and $147,000 in fiscal years 2024 and 2023, respectively. The contributed space is used for program services and has no associated donor restrictions.

The Organization leases office space in Brentwood, New Hampshire from the County of Rockingham, New Hampshire for a period of 20 years ending November 1, 2039. The terms of the lease include a base rent amount of one dollar ($1.00) per year. An independent evaluation determined that the initial annual fair value of the lease was $45,036, which will be adjusted each year based on market conditions. In connection with the lease agreement, the Organization recognized restricted contribution revenue of $1,210,114 in fiscal year 2020. For the years ended June 30, 2024 and 2023, net assets released from restriction of $50,687, and $49,211, respectively, were recorded in connection with this lease agreement. The contributed space is used largely for supporting services and is restricted by the donor for a particular point in time.

NOTE 10 - OPERATING LEASES

The Organization rents space under tenant-at-will agreements at various locations. Rental costs for the years ended June 30, 2024 and 2023 totaled $7,264 and $5,141, respectively.

NOTE 11 - RETIREMENT PLAN

The Organization has a 403(b) plan (the Plan) to provide retirement benefits for its employees. All employees are eligible to participate in the Plan. The Plan generally permits an employee to make elective deferrals up to a maximum annual amount as set periodically by the IRS. At the discretion of the Board, the Organization may make matching contributions to the Plan for each participating employee. The Organization's discretionary contribution to the Plan totaled $13,060 and $9,120 for the years ended June 30, 2024 and 2023, respectively.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

GRANTS

The Organization has been awarded cost-reimbursable grants of $2,014,872 that have not been recorded as of June 30, 2024, because qualifying expenditures have not yet been incurred. No amounts have been received in advance and, accordingly, no amounts are reported in the statement of financial position as a refundable advance.

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

NOTE 13 - CONCENTRATIONS OF RISK

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2024 and 2023, the State of New Hampshire Bureau of Elderly and Adult Services accounted for 63% and 61% of total revenues, respectively.

At June 30, 2024 and 2023, amounts due from the State of New Hampshire totaled approximately $231,000 and $81,000, respectively.

The Organization, by contract, relies almost 100% on one vendor to provide food services required to carry out the purpose of the Organization.

NOTE 14 - RECLASSIFICATIONS

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

NOTE 15 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 3, 2024, which is the date the financial statements were available to be issued.

ROCKINGHAM NUTRITION MEALS ON WHEELS
BOARD OF DIRECTORS
2024

Name Term Date	Offices Committees
Christine Kelsey Term Date 2025	CHAIRMAN GOVERNANCE, CHAIRMAI
David Barka Term Date 2024	VICE CHAIRMAN FINANCE
Helen Sanders Term Date 2025	TREASURER FINANCE
Sallyann Hawko Term Date 2024	SECRETARY GOVERNANCE
Charlotte DiLorenzo Term Date 2025	GOVERNANCE
Carolyn O'Driscoll Term Date 2026	GOVERNANCE
Diane Kerr Term Date 2026	GOVERNANCE

TIM DIAZ

SUMMARY

Recovering for-profit business executive. Passionate about mission, team, and culture. Values-driven and growth-seeking. A builder and collaborator. Committed to efficient execution, win-win negotiations, and cross-functional non-violence. Successful holding P&L responsibility for complex businesses while leading people though periods of change that deliver personal and professional growth.

☐ Strategy ☐ P&L Leadership ☐ Operations ☐ Systems Thinking

☐ Coalition-Building ☐ Team Development ☐ Leading Change

CAREER CHRONOLOGY

Rockingham Nutrition and Meals on Wheels, Brentwood, NH — 2022-present
Executive Director

Neighborhood Beer Company, Exeter, NH — 2014-2022
Co-Founder and Chief Operating Officer

Santa Rosa Advisors, LLC — 2013-2014
President

Timberland LLC, a division of **VF Corporation**, Stratham, NH — 2011-2012
VP/GM, Licensing and Accessories

The Timberland Company, Stratham, NH — 1994-2011
VP/GM, Licensing and Accessories
VP/GM, Timberland PRO Series
Senior Director, Product Operations
Senior Director, Strategy
Director/GM, E-Commerce
Senior Manager, Sales Force Automation
Senior Manager, Wholesale Sales Planning
Business Analyst, Supply Planning
Business Analyst, Raw Material Purchasing

Booz, Allen & Hamilton, Arlington, VA — 1992-1994
Consultant

COMMUNITY LEADERSHIP

Board of Directors, Rockingham County Meals on Wheels, Brentwood, NH — 2013-2022
Chairman, Pastoral Council, St. Michael Parish, Exeter, NH — 2007-2021
Board of Directors, Prescott Park Arts Festival, Portsmouth, NH — 2007-2008

EDUCATION

MBA, Northeastern University, Boston, Massachusetts
BA, University of New Hampshire Honors Program, Durham, New Hampshire

CAREER HIGHLIGHTS

ROCKINGHAM NUTRITION & MEALS ON WHEELS, Brentwood, NH 2022-Present

Executive Director

Lead a non-profit dedicated to helping older and disabled adults preserve their health, well-being, and independence. Responsible for long-term strategy and short-term service of 380,000 meals and 10,000 rides per year to clients in Rockingham County.

NEIGHBORHOOD BEER COMPANY, Exeter, NH 2014-2022

Co-Founder and Chief Operating Officer

With fellow co-founders, built a 1,000 barrel per year craft brewery from scratch. Learned how to work with great speed, very little money, and across every business function on a daily basis.

SANTA ROSA ADVISORS LLC, Exeter, NH 2013-2014

President

Consultant to consumer-product brands and multi-channel retailers.

THE TIMBERLAND COMPANY, Stratham, NH 1994-2012

Vice President/General Manager, Licensing & Accessories

Led a successful turnaround of the global accessories business for the $1.5 billion Timberland brand.

Vice President/General Manager, Timberland PRO Series

Led $100M global division responsible for the profitable growth of Timberland's signature workwear line during the 2008 financial crisis.

Senior Director, Product Operations and Strategy

Led effort to improve efficiency and effectiveness of the footwear design and development function through process redesign and collaboration.

Senior Director, Strategy/Chief of Staff, US and International

Recruited to lead strategy development, reporting to the VP/GM of North America and the VP/GM of International.

Director and General Manager, E-Commerce

Promoted to lead the direct-to-consumer e-commerce business in the United States.

Various roles in supply chain, retail operations, and wholesale sales

BOOZ, ALLEN & HAMILTON, Arlington, Virginia. 1992-1994

Consultant

Provided project management, cost modeling, and other analysis for clients in a practice focused on systems engineering and systems lifecycle management.

OTHER RELEVANT EXPERIENCE

SAINT MICHAEL PARISH, Exeter, NH 2015-present

Family Faith Formation (part-time)

Lead curriculum, lesson development, and delivery of family-based faith formation program, serving 230 families in the Exeter community.

Strategy Lead – Parish Leadership Team (part-time)

Led creation a 5-year plan for Saint Michael Parish based upon clear mission, vision, and choices. Led integration of near-term choices into day-to-day work.

Middle School Catechist – Grades 6-8

Fundraising Committee

Participated in planning and execution of a capital campaign which raised over $400,000 for the parish.

High School Chaperone: Mission Trips

Accompanied team of teens and adult volunteers to the mountains of the Dominican Republic to install irrigation systems in small villages.

ROCKINGHAM NUTRITION/MEALS ON WHEELS, Brentwood, NH 2014-present

Strategy Lead – Board of Directors

Working closely with the Executive Director and Board, led creation of a 5-year plan for RNMOW based upon clear mission, vision, and choices.

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH Fall 2013

Adjunct Faculty – Peter T. Paul School of Business

LYCÉE STENDAHL, Nantes, France Spring 1990

Teacher's Assistant – Conversational English, Grades 6-8

HONORS AND AWARDS

Top Talent Program, The Timberland Company
First Circle "Compass" Leadership Award, The Timberland Company

INTERESTS

Writing, cycling, t'ai chi, theology, trout fishing, travel, and juggling.

[redacted]

Helen Kostrzynski

Objective To work for a non-profit organization and feel that I am making a difference in people's lives

Professional Highlights

Rockingham Nutrition & Meals on Wheels 2008-present

In my current position I am responsible for the proper functioning of 12 meal sites that serve meals to seniors that come into the centers for lunch and for all 36 home delivered meal routes. We serve over 1000 meals each day, Monday-Friday. I also oversee our senior transportation program, volunteer program, nutrition and safety.

Operations Director

- Oversee all aspect of the day to day functions of all 12 meal sites
- Manage caterer, menu planning and nutrition program
- HR compliance, handling and documenting employee discipline issues, hiring of staff, payroll processing etc.
- Make sure all DOT regulations are met for our transportation program
- Fundraising, track and report on donations from annual campaign and other fundraisers
- Plan and implement fundraisers
- Attend town meetings and other events

Auditor / Field Supervisor

- Compliance checks verifying that polices and procedures are being followed
- Run meal sites when managers are out or during vacancies.
- Internal auditing done on meals, ordered/served, staff time keeping, inventory, meal routes and donation tracking
- Complete annual employee evaluation on each manager
- Promote RNMOW at health fairs, senior meetings and conferences
- Network with other referring agency's regarding our services
- Conducts hiring process for site staff
- Works with administration on hiring managers
- Completes annual assessment on each site location
- Liaison between admin. and site staff
- Fundraising

Administrative

- Created a comprehensive Drug – Free workplace policy in accordance with Department of Labor & Department of Transportation guidelines
- Created a policy and protocol hand book for our Volunteer workers program in accordance with Workmen's comp. regulations and Department of Labor guidelines
- Chairperson of agency wide Safety program

Skills

- Microsoft Office platforms
- Servsafe certification
- Strong working knowledge of dietary guidelines
- Attend annual nutrition trainings and conferences

[redacted]

Helen Kostrzynski

- Strong working knowledge of Department of Transportation safety regulations and training requirements
- Strong working knowledge of Department of Labor regulations and guidelines
- Attend annual Department of Labor trainings
- Strong organizational and communications skills

Employment History

Operations Director		2017- present
Auditor / Field Supervisor / Administrative Assistant	Rockingham Nutrition & Meals on Wheels, Brentwood, NH	2008 -2017
Banquet Team Member	The Wentworth by the Sea, New Castle, NH	2005-2010
Sales Representative	Rainbow Play systems, Portsmouth, NH	2001-2006

Education

B.A. Psychology	University of New Hampshire, Durham, NH	2005

Jane F. Ross

Summary of Qualifications

Experienced professional with a record of success partnering with cross-functional teams in order to provide our customer with the best experience possible.

- Strong customer service background
- Proficient in Microsoft Excel, Outlook, PowerPoint and Word
- Excellent verbal and written communication skills
- Able to easily adapt to rapidly shifting priorities
- Detail-oriented and organized
- Strong analytical & problem-solving skills

Education

NHTI – Concord Community College
Accounting Certificate 12/2020 - 3.95 GPA

- Accounting 1 & 2
- Business Law
- Principles of Marketing
- Advanced Excel
- PC Applications

Professional Highlights

Rockingham Nutrition & Meals on Wheels Program
Brentwood, NH 2021 - Present

- ***Bookkeeper***
  - QuickBooks Entry and reporting
  - Verifying and entering payables, paying bills
  - Invoicing Receivables
  - Recording and analyzing deposits / Reconciling Bank Statements
  - Financial Reporting
  - Verifying and analyzing Catering costs
  - Research cost savings opportunities
  - Work with Auditors at annual review
  - Other related reporting
- ***Payroll***
  - Verifying Time and Mileage
  - Entry into Paychex
  - Tracking: Earned Time, Anniversary Bonuses, Hours, Mileage
  - Other related reporting

- ***HR Duties***
  - Maintain Employee files (personal & Medical)
  - Track and monitor all types of leaves
  - Work with a variety of Insurance Companies for employee benefits including researching different companies/policies, assisting employees with information as well as enrollment

Bluestem Brands - Appleseed's Group, Middleton, MA 2001–2020

- ***Senior Planner***
  - Extensive use of Excel for analyzing historical sales and financial analysis as well as to create visually appealing charts
  - Consistently met all deadlines while maintaining expected budgets
  - Mentored and trained new hires in Forecast 21 as well as company data systems
  - Key player in evaluating new planning systems allowing us to work smarter not harder
  - Partnered with merchants to predict receipt needs each season and recommended mark-down or chase processes
  - Forged partnerships with teammates, coworkers and key vendors
  - Identified risks and established opportunities to drive growth and increase profit through effective inventory management
  - Monitored inventory, capacity and movement to maintain optimal levels of stock and resolve discrepancies
  - Tracked and recapped key item performance
  - Provided all weekly and monthly sales reports to direct supervisor

Sullivan Chiropractic 2010-2015

- Clerical/Admin
  - Welcomed patients and visitors warmly and alerted staff to arrivals of scheduled appointments
  - Coordinated work calendar and scheduled appointments and meetings
  - Executed record filing system to improve document organization and management
  - Processed invoices and expenses to facilitate on-time payment
  - Handled client correspondence and tracked records to foster office efficiency
  - Performed general office duties

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Rockingham Nutrition and Meals on Wheels Program, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Tim Diaz	Executive Director	$62,044.38	$125,000.00
Helen Kostrzynski	Director Operations	$40,204.76	$81,000.00
Jane Ross	Director Administration	$29,781.30	$60,000.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

ARC

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Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	**$24,010,976.93**	**$14,196,495.71**	**$38,207,472.64**	

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

- Home delivered meals delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury;
- Grab-n-Go meals defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle; and
- Congregate meals defined as meals serviced in a group setting at State-approved locations.

As referenced in Exhibit A. Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$596,298.64	$596,298.64
			Subtotal	*$945,366.48*	*$596,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

Home Healthcare, Hospice and Community Services, Inc.(Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

05-95-93-930010:2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*
			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177185)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*

			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on April 12, 2023 (Item #31A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $6,543,813.36

3. Modify Exhibit C – Amendment #1, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 55.54% Federal funds:

         1.1.1. 22.95% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 6.81% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 14.14% Social Services Block Grant, as awarded on 6/29/21, 6/29/22, and 6/29/23, by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

         1.1.4. 5.97% American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6;

1.1.5. 3.78% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, ALN 93.045, FAIN 2101NHCMC6; and

1.1.6. 1.89% Centers for Medicare & Medicaid Services – Medicaid, ALN 93.778, FAIN N/A.

1.2. 44.46% General Funds.

4. Modify Exhibit C – Amendment #1, Payment Terms, Section 3., to read:

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

5. Modify Exhibit C-1 Amendment #1 – Rate Sheet, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023 upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/2024
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Rockingham Nutrition and Meals on Wheels Program, Inc.

6/4/2024
Date

DocuSigned by:
Tim Diaz
77F742089F484FA...
Name: Tim Diaz
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #2

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	97,254	$8.11	$ 788,729.94
Title III-C Congregate Meals	Per Meal	42,258	$8.11	$ 342,712.38
Title XX Home Delivered Meals	Per Meal	58,284	$8.11	$ 472,683.24
ARPA Home Delivered Meals	Per Meal	28,344	$8.11	$ 229,869.84
ARPA Congregate Meals	Per Meal	17,939	$8.11	$ 145,485.29
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	3,049	$8.11	$ 24,727.39
			Subtotal	*$ 2,004,208.08*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	97,254	$8.11	$ 788,729.94
Title IIIC1 Cong Meals	Per Meal	42,258	$8.11	$ 342,712.38
Title XX HD Meals	Per Meal	58,284	$8.11	$ 472,683.24
ARP Title IIIC2 HD Meals	Per Meal	28,344	$8.11	$ 229,869.84
ARP Title IIIC1 Cong Meals	Per Meal	17,939	$8.11	$ 145,485.29
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	12,194	$8.11	$ 98,893.34
HB2 - 7872	Per Meal	197,989	$0.57	$ 112,853.73
HB2 - 9255	Per Meal	58,284	$0.57	$ 33,221.88
			Subtotal	*$ 2,224,449.64*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	106,660	$8.68	$ 925,808.80
Title IIIC1 Cong Meals	Per Meal	23,689	$8.68	$ 205,620.52
Title XX HD Meals	Per Meal	68,698	$8.68	$ 596,298.64
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	47,735	$8.68	$ 414,339.80
HB2 - 9255	Per Meal	19,941	$8.68	$ 173,087.88
			Subtotal	*$ 2,315,155.64*
			Total	$ 6,543,813.36

Contractor Initials: DS
Date: 6/4/2024

ARC

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
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www.dhhs.nh.gov

April 6, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into amendments to existing contracts with the Contractors listed below in bold to add additional funding to support the increase of need and cost to provide nutrition services to qualifying New Hampshire citizens, by increasing the total price limitation by $425,629.02 from $23,562,550.70 to $23,988,179.72 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 81.80% Federal Funds. 18.20% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #45 with the option to renew for four (4) additional years.

Contractor Name	Vendor Code	Area Served	Current Budget	Increase (Decrease) Amount	Revised Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16	$84,530.53	$3,976,162.69
Gibson Center for Senior Services	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00	$1,613.89	$ 699,073.89
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74	$96,906.39	$2,347,707.13
Newport Senior Center	177250	Sullivan County	$1,475,695.60	$55,164.22	$1,530,859.82
Ossipee Concerned Citizens	170158	Carroll County	$954,498.34	$ 63,793.26	$1,018,291.60
Rockingham Nutrition MOW	155197	Rockingham County	$3,958,961.38	$123,620.73	$4,082,582.11

St Joseph Community Services	155093	Hillsborough County	$5,631,940.84	$ -	$5,631,940.84
Strafford Nutrition MOW	260818	Strafford County	$1,521,873.94	$	$1,521,873.94
Tri-County Community Action Program	177195	Coos County	$1,718,768.52	$	$1,718,768.52
VNA at HCS, Inc	177274	Cheshire County	$1,460,919.18	$	$1,460,919.18
			$23,562,550.70	$425,629.02	$23,988,179.72

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to add additional funding to address the increased need for home delivered and congregate meals and increased cost to provide nutritional services to qualifying New Hampshire citizens. This contract will distribute the remaining American Rescue Plan Act (ARPA) Congregate meal funding to vendors to support the continued operations of congregate dining sites. The Contractors are experiencing an increase in request for meals due to inflation and are faced with the increased cost of food statewide. Therefore, the Department is requesting to add in the additional funds to ensure meal units are fulfilled and delivered.

Approximately 63,000 individuals will be served through these services. Approximately 55,293 additional meals will be served by this amendment during State Fiscal Years 2023 and 2024, which is in addition to the 1.6 million meals already being served through these services. The Contractors will provide meals using the following three methods for the following populations:

- Home delivered meals, delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by Contractors.

Should the Governor and Executive Council not authorize this request, the Department will be unable to support the increase of meal units being requested for older adults and younger adults with disabilities or chronic illness and they may not have access to nutritious meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Admin for Comm Living, ARPA Title III C, Assistance Listing Number #93.045 FAIN #2101NHCMC6; and Center for Medicaid and Medicare HCBS FMAP ARP.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80	$	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13	$	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80	$	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13	$	$ 338,860.13
		Subtotal	*$ 2,237,759.86*	*$*	*$ 2,237,759.86*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00	$	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00	$	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00	$	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00	$	$ 58,392.00
		Subtotal	*$ 437,940.00*	*$*	*$ 437,940.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29	$	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86	$	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29	$	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86	$	$ 162,410.86
		Subtotal	*$ 1,113,746.30*	*$*	*$ 1,113,746.30*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84	$	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36	$	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84	$	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36	$	$ 123,888.36
		Subtotal	*$ 809,702.40*	*$*	*$ 809,702.40*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71	$	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17	$	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71	$	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17	$	$ 79,048.17
		Subtotal	*$ 436,447.76*	*$*	*$ 436,447.76*

Fiscal Details
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Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94	$	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38	$	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94	$	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38	$	$ 342,712.38
		Subtotal	*$ 2,262,884.64*	$	*$ 2,262,884.64*

St Joseph Community Services (Vendor #155083)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56	$	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42	$	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56	$	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42	$	$ 560,579.42
		Subtotal	*$ 3,701,695.96*	$	*$ 3,701,695.96*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88	$	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51	$	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88	$	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51	$	$ 132,525.51
		Subtotal	*$ 875,052.78*	$	*$ 875,052.78*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80	$	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83	$	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80	$	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83	$	$ 149,653.83
		Subtotal	*$ 988,333.26*	$	*$ 988,333.26*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36	$	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17	$	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36	$	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17	$	$ 120,409.17
		Subtotal	*$ 795,153.06*	$	*$ 795,153.06*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18	$	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83	$	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18	$	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83	$	$ 2,068,479.83
		Subtotal	*$ 13,658,716.02*	*$*	*$ 13,658,716.02*
			$ 13,658,716.02	$	$ 13,658,716.02

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41	$	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41	$	$ 467,387.41
		Subtotal	*$ 934,774.82*	*$*	*$ 934,774.82*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00	$	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00	$	$ 41,361.00
		Subtotal	*$ 82,722.00*	*$*	*$ 82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72	$	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72	$	$ 315,089.72
		Subtotal	*$ 630,179.44*	*$*	*$ 630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03	$	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03	$	$ 205,775.03
		Subtotal	*$ 411,550.06*	*$*	*$ 411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36	$	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36	$	$ 148,218.36
		Subtotal	*$ 296,436.72*	*$*	*$ 296,436.72*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget

Fiscal Details
RFA-2017-BEAS-06-NUTRI

544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24	$	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24	$	$ 472,683.24
		Subtotal	*$ 945,366.48*	*$*	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00	$	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00	$	$ 608,250.00
		Subtotal	*$ 1,216,500.00*	*$*	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29	$	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29	$	$ 182,791.29
		Subtotal	*$ 365,582.58*	*$*	*$ 365,582.58*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83	$	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83	$	$ 206,423.83
		Subtotal	*$ 412,847.66*	*$*	*$ 412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79	$	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79	$	$ 205,093.79
		Subtotal	*$ 410,187.58*	*$*	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*	*$*	*$ 5,706,147.34*
			$ 5,706,147.34	$	$ 5,706,147.34

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11	$	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63	$	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11	$	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63	$	$ 143,814.63

Fiscal Details
RFA-2017-BEAS-06-NUTRI

		Subtotal	*$ 719,097.48*	*$ -*	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00	$ -	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00	$ -	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00	$ -	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00	$ -	$ 44,605.00
		Subtotal	*$ 176,798.00*	*$ -*	*$ 176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50	$ -	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00	$ 11,094.48	$ 161,129.48
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50	$ -	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00	$ 44,361.70	$ 194,396.70
		Subtotal	*$ 506,875.00*	*$ 55,456.18*	*$ 562,331.18*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44	$ -	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13	$ -	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44	$ -	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13	$ -	$ 52,577.13
		Subtotal	*$ 254,443.14*	*$ -*	*$ 254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70	$ -	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23	$ 8,110.00	$ 82,665.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70	$ -	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23	$ 32,440.00	$ 106,995.23
		Subtotal	*$ 221,613.86*	*$ 40,550.00*	*$ 262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84	$ -	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29	$ -	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84	$ -	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29	$ -	$ 145,485.29
		Subtotal	*$ 750,710.26*	*$ -*	*$ 750,710.26*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44	$	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$	$	$
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44	$	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$	$	$
		Subtotal	*$ 713,744.88*	*$*	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44	$	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85	$	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44	$	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85	$	$ 56,242.85
		Subtotal	*$ 281,238.58*	*$*	*$ 281,238.58*

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28	$	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52	$	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28	$	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52	$	$ 63,517.52
		Subtotal	*$ 317,587.60*	*$*	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16	$	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11	$	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16	$	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11	$	$ 51,101.11
		Subtotal	*$ 255,578.54*	*$*	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
		Subtotal	*$ 4,197,687.34*	*$ 96,006.18*	*$ 4,293,693.52*

$ 4,197,687.34 $ 96,006.18 $ 4,293,693.52

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP 100% FEDERAL FUNDS

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 16,909.35	$ 16,909.35
102-500731	Contracts for Program Svs	2024	$ -	$ 67,621.18	$ 67,621.18
		Subtotal	$ -	$ *84,530.53*	$ *84,530.53*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 324.40	$ 324.40
102-500731	Contracts for Program Svs	2024	$ -	$ 1,289.49	$ 1,289.49
		Subtotal	$ -	$ *1,613.89*	$ *1,613.89*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 8,288.42	$ 8,288.42
102-500731	Contracts for Program Svs	2024	$ -	$ 33,161.79	$ 33,161.79
		Subtotal	$ -	$ *41,450.21*	$ *41,450.21*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 11,029.60	$ 11,029.60
102-500731	Contracts for Program Svs	2024	$ -	$ 44,134.62	$ 44,134.62
		Subtotal	$ -	$ *55,164.22*	$ *55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 4,647.03	$ 4,647.03
102-500731	Contracts for Program Svs	2024	$ -	$ 18,596.23	$ 18,596.23
		Subtotal	$ -	$ *23,243.26*	$ *23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ 24,727.39	$ 24,727.39
102-500731	Contracts for Program Svs	2024	$ -	$ 98,893.34	$ 98,893.34
		Subtotal	$ -	$ *123,620.73*	$ *123,620.73*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$ -	$ -	$ -
102-500731	Contracts for Program Svs	2024	$ -	$ -	$ -
		Subtotal	$ -	$ -	$ -

05-95-93-930010-2606 Summary for All Vendors

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	$	$ 65,926.19	$ 65,926.19
102-500731	Contracts for Program Svs	2024	$	$ 263,696.65	$ 263,696.65
		Subtotal	$	$ 329,622.84	$ 329,622.84

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,945,816.08	$ 16,909.35	$ 1,962,725.43
		2024	$ 1,945,816.08	$ 67,621.18	$ 2,013,437.26
		Subtotal	*$ 3,891,632.16*	*$ 84,530.53*	*$ 3,976,162.69*

Gibson Center for Senior Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 348,730.00	$ 324.40	$ 349,054.40
		2024	$ 348,730.00	$ 1,289.49	$ 350,019.49
		Subtotal	*$ 697,460.00*	*$ 1,613.89*	*$ 699,073.89*

Grafton County Senior Citizens Council, Inc.

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,125,400.37	$ 19,382.90	$ 1,144,783.27
		2024	$ 1,125,400.37	$ 77,523.49	$ 1,202,923.86
		Subtotal	*$ 2,250,800.74*	*$ 96,906.39*	*$ 2,347,707.13*

Newport Senior Center

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 737,847.80	$ 11,029.60	$ 748,877.40
		2024	$ 737,847.80	$ 44,134.62	$ 781,982.42
		Subtotal	*$ 1,475,695.60*	*$ 55,164.22*	*$ 1,530,859.82*

Ossipee Concerned Citizens

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 477,249.17	$ 12,757.03	$ 490,006.20
		2024	$ 477,249.17	$ 51,036.23	$ 528,285.40
		Subtotal	*$ 954,498.34*	*$ 63,793.26*	*$ 1,018,291.60*

Rockingham Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 1,979,480.69	$ 24,727.39	$ 2,004,208.08
		2024	$ 1,979,480.69	$ 98,893.34	$ 2,078,374.03
		Subtotal	*$ 3,958,961.38*	*$ 123,620.73*	*$ 4,082,582.11*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

St Joseph Community Services

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 2,815,970.42	$ -	$ 2,815,970.42
		2024	$ 2,815,970.42	$ -	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*	*$ -*	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 760,936.97	$ -	$ 760,936.97
		2024	$ 760,936.97	$ -	$ 760,936.97
		Subtotal	*$ 1,521,873.94*	*$ -*	*$ 1,521,873.94*

Tri-County Community Action Program

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 859,384.26	$ -	$ 859,384.26
		2024	$ 859,384.26	$ -	$ 859,384.26
		Subtotal	*$ 1,718,768.52*	*$ -*	*$ 1,718,768.52*

VNA at HCS

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 730,459.59	$ -	$ 730,459.59
		2024	$ 730,459.59	$ -	$ 730,459.59
		Subtotal	*$ 1,460,919.18*	*$ -*	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Revised Budget
		2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
		2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
		Subtotal	*$ 23,562,550.70*	*$ 425,629.02*	*$ 23,988,179.72*
			$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
7872-544-500386	Meals - Home Delivered (Till)	2023	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (Till)	2023	$ 2,068,479.83	$ -	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76	$ 19,204.48	$ 801,138.24
2606-102-500731	Contracts for Program Svs	2023	$ -	$ 65,926.19	$ 65,926.19
7872-544-500386	Meals - Home Delivered (Till)	2024	$ 4,760,878.18	$ -	$ 4,760,878.18
7872-541-500383	Meals - Congregate (Till)	2024	$ 2,068,479.83	$ -	$ 2,068,479.83

Fiscal Details
RFA-2017-BEAS-06-NUTRI

9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67	$ -	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91	$ -	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76	$ 76,801.70	$ 858,735.46
2606-102-500731	Contracts for Program Svs	2024	$ -	$ 263,696.65	$ 263,696.65
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36	$ -	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66	$ -	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34	$ -	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82	$ -	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52	$ 96,006.18	$ 1,659,873.70
2606-102-500731	Contracts for Program Svs	all	$ -	$ 329,622.84	$ 329,622.84
		Total	$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

Grand Total SFY23	2023	$ 11,781,275.35	$ 85,130.67	$ 11,866,406.02
Grand Total SFY24	2024	$ 11,781,275.35	$ 340,498.35	$ 12,121,773.70
Total Contract		$ 23,562,550.70	$ 425,629.02	$ 23,988,179.72

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,082,582.11

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C - Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1 – Amendment #1, Rate Sheet.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

3/23/2023
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Rockingham Nutrition Meals on Wheels Program, Inc.

3/22/2023
Date

DocuSigned by:
Tim Diaz
Name: Tim Diaz
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino

3/24/2023
Date

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Rockingham Nutrition and MOW
EXHIBIT C – Amendment 1

Payment Terms

1. This Agreement is funded by:
   - 1.1. 63.13% Federal funds,
     - 1.1.1. 23.18% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #01NHOAHD & FAIN #212201NHOAHD,
     - 1.1.2. 8.40% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2101NHOACM & FAIN #2201NHOACM,
     - 1.1.3. 13.89% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
     - 1.1.4. 9.57% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
     - 1.1.5. 6.06% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
     - 1.1.6. 3.03% Center for Medicaid/Medicare Services- HCBS Enhanced FMAP-ARP Funds.
   - 1.2. 35.87% General Funds
2. For the purposes of this Agreement the Department has identified:
   - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Amedment 1, Rate Sheet.
4. Payment shall be made as follows:
   - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of unit provided.

4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1, Amendment 1, Rate sheet.

4.3. In lieu of electronic billing, all invoices may be assigned an electronic signature and emailed to DMUoptions@dhhs.nh.gov, or invoices may be mailed to:

DMU Options Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the 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.

Exhibit C-1 Amendment 1 - Rate Sheet - Rockingham Nutrition

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	97,254	$8.11	$ 788,729.94
Title IIIC1 Cong Meals	Per Meal	42,258	$8.11	$ 342,712.38
Title XX HD Meals	Per Meal	58,284	$8.11	$ 472,683.24
ARP Title IIIC2 HD Meals	Per Meal	28,344	$8.11	$ 229,869.84
ARP Title IIIC1 Cong Meals	Per Meal	17,939	$8.11	$ 145,485.29
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$
ARP HCBS	Per Meal	3,049	$8.11	$ 24,727.39
			Subtotal	$ *2,004,208.08*

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	97,254	$8.11	$ 788,729.94
Title IIIC1 Cong Meals	Per Meal	42,258	$8.11	$ 342,712.38
Title XX HD Meals	Per Meal	58,284	$8.11	$ 472,683.24
ARP Title IIIC2 HD Meals	Per Meal	28,344	$8.11	$ 229,869.84
ARP Title IIIC1 Cong Meals	Per Meal	17,939	$8.11	$ 145,485.29
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$
ARP HCBS	Per Meal	12,194	$8.11	$ 98,893.34
			Subtotal	$ *2,078,374.03*

Contractor Initials: DS TD
Date: 3/22/2023

45 GAC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,961.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.94
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	**$23,562,550.70**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 63,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Strafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

	Reviewer Name	Title
1	Thom O'Connor	Administrator II
2	Jean Crouch	Supervisor VII
3	Maureen Brown	Nutrition Consultant
4	Shawn Martin	Business Administrator

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13
		Subtotal	*$ 2,237,759.86*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00
		Subtotal	*$ 437,940.00*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86
		Subtotal	*$ 1,113,746.30*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36
		Subtotal	***$ 809,702.40***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17
		Subtotal	***$ 436,447.76***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38
		Subtotal	***$ 2,262,884.64***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #165093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42
		Subtotal	***$ 3,701,695.96***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51
		Subtotal	***$ 875,052.78***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83
		Subtotal	***$ 988,333.26***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17
		Subtotal	***$ 795,153.06***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
		Subtotal	***$ 13,658,716.02***

$ 13,658,716.02

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41
		Subtotal	***$ 934,774.82***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00
		Subtotal	*$ 82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72
		Subtotal	*$ 630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03
		Subtotal	*$ 411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36
		Subtotal	*$ 296,436.72*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #165197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24
		Subtotal	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00
		Subtotal	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29
		Subtotal	*$ 365,582.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177196)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83
		Subtotal	*$ 412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79
		Subtotal	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*

$ 5,706,147.34

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63
		Subtotal	$ *719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00
		Subtotal	$ *176,798.00*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00
		Subtotal	*$ 506,875.00*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13
		Subtotal	*$ 254,443.14*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23
		Subtotal	*$ 221,613.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29
		Subtotal	*$ 750,710.26*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$
		Subtotal	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85
		Subtotal	*$ 281,238.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52
		Subtotal	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11
		Subtotal	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Subtotal	*$ 4,197,687.34*

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	*$ 3,891,632.16*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ 348,730.00
		2024	$ 348,730.00
		Subtotal	*$ 697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	*$ 2,250,800.74*

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	*$ 1,475,695.60*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	*$ 954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	*$ 3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	*$ 1,521,873.94*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,562,550.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,562,550.70

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,275.35
Total Contract		$ 23,562,550.70

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFA-2023-BEAS-04-BEASN-07 (BEAS Nutrition)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. 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 Rockingham Nutrition and Meals On Wheels Program, Inc.		1.4 Contractor Address 106 North Road Brentwood, NH 03833	
1.5 Contractor Phone Number (603) 679-2201	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $3,958,961.38
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Debra Perou A7C12A2D80F3428... Date: 6/8/2022		1.12 Name and Title of Contractor Signatory Debra Perou Executive Director	
1.13 State Agency Signature DocuSigned by: Christine Santaniello B0605AFEECED4D4... Date: 6/9/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Deputy Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74B73484941480... On: 6/9/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DP

Date 6/8/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended to read as follows:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant ~~on~~ each

day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, except

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their familes;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services.

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Service

staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.12. Referring Clients to Other Services

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

1.13. Client Wait Lists

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.14. Criminal Background Check and BEAS State Registry Checks

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; clients who are blind or have low vision; and clients who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services hereunder, as well as clients declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Rockingham	All
Title III-C Congregate Meals	Rockingham	All
Title XX Home Delivered Meals	Rockingham	All
ARPA Home Delivered Meals	Rockingham	All
ARPA Congregate Meals	Rockingham	All

DS DP

Contractor Initials

Date 6/8/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:

1.1. 63.01% Federal funds,

1.1.1. 23.91% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,

1.1.2. 8.66% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,

1.1.3. 14.33% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,

1.1.4. 9.87% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,

1.1.5. 6.25% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.

1.2. 36.99% General funds.

2. For the purposes of this Agreement the Department has identified:

2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.

2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units

Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	97,254	$8.11	$ 788,729.94
Title III-C Congregate Meals	Per Meal	42,258	$8.11	$ 342,712.38
Title XX Home Delivered Meals	Per Meal	58,284	$8.11	$ 472,683.24
ARPA Home Delivered Meals	Per Meal	28,344	$8.11	$ 229,869.84
ARPA Congregate Meals	Per Meal	17,939	$8.11	$ 145,485.29
Totals		244,079		$ 1,979,480.69

7/1/2023 through 06/30/2024 Service Units

Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	97,254	$8.11	$ 788,729.94
Title III-C Congregate Meals	Per Meal	42,258	$8.11	$ 342,712.38
Title XX Home Delivered Meals	Per Meal	58,284	$8.11	$ 472,683.24
ARPA Home Delivered Meals	Per Meal	28,344	$8.11	$ 229,869.84
ARPA Congregate Meals	Per Meal	17,939	$8.11	$ 145,485.29
Totals		244,079		$ 1,979,480.69
			Total Award	$ 3,958,961.38

Contractor Initials: DP
Date: 6/8/2022

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DP

Date 6/8/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Rockingham Nutrition Meals on Wheels Program

6/8/2022
Date

DocuSigned by:
Deora Perou
Name: Deora Perou
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Rockingham Nutrition Meals on Wheels Program

6/8/2022
Date

DocuSigned by:
Name: Debra Perou
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Rockingham Nutrition Meals on Wheels Program

6/8/2022
Date

DocuSigned by:
Name: Debra Perou
Title: Executive Director

DS
DP
Contractor Initials
6/8/2022
Date

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972,(20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Rockingham Nutrition Meals on Wheels Program

6/8/2022
Date

DocuSigned by:
Name: Debra Perou
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Rockingham Nutrition Meals on Wheels Program

6/8/2022
Date

DocuSigned by:
Debra Perou
Name: Debra Perou
Title: Executive Director

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1). Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Rockingham Nutrition Meals on Wheels Program
The State	Name of the Contractor
Christine Santaniello	Dperou
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Debra Perou
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/9/2022	6/8/2022
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Rockingham Nutrition Meals on Wheels Program

6/8/2022
Date

DocuSigned by:
Debra Perou
Name: Debra Perou
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 78-167-7729

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker; anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DS DP
Contractor Initials

6/8/2022
Date

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and St. Joseph Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $14,718,377.02

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1, Rate Sheet, Amendment #2.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1 Rate Sheet, Amendment #1, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/24/2025
Date

DocuSigned by:
Melissa Hardy
1333A2404ODF405...
Name: Melissa Hardy
Title: Director, DLTSS

St. Joseph Community Services, Inc.

2/21/2025
Date

Signed by:
Jon Eriquezzo
C5AB108EA7E1413...
Name: Jon Eriquezzo
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/1/2025
Date

DocuSigned by:
Robyn Guarino
74873484494148D...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	159,096.00	$8.11	$ 1,290,268.56
Title IIIC1 Cong Meals	Per Meal	69,122.00	$8.11	$ 560,579.42
Title XX HD Meals	Per Meal	75,000.00	$8.11	$ 608,250.00
ARP Title IIIC2 HD Meals	Per Meal	44,004.00	$8.11	$ 356,872.44
ARP Title IIIC1 Cong Meals	Per Meal	0.00	$8.11	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	0.00	$8.11	$ -
			Subtotal	*$ 2,815,970.42*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	159,096	$8.11	$ 1,290,268.56
Title IIIC1 Cong Meals	Per Meal	69,122	$8.11	$ 560,579.42
Title XX HD Meals	Per Meal	75,000	$8.11	$ 608,250.00
ARP Title IIIC2 HD Meals	Per Meal	44,004	$8.11	$ 356,872.44
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.11	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
HB2 - 7872	Per Meal	272,222	$0.57	$ 155,166.54
HB2 - 9255	Per Meal	75,000	$0.57	$ 42,750.00
			Subtotal	*$ 3,013,886.96*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	174,480	$8.68	$ 1,514,486.40
Title IIIC1 Cong Meals	Per Meal	38,750	$8.68	$ 336,350.00
Title XX HD Meals	Per Meal	63,768	$8.68	$ 553,506.24
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	45,384	$8.68	$ 393,933.12
HB2 - 9255	Per Meal	18,959	$8.68	$ 164,564.12
			Subtotal	*$ 2,962,839.88*

7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	206,772	$8.68	$ 1,794,780.96
Title IIIC1 Cong Meals	Per Meal	51,842	$8.68	$ 449,988.56
Title XX HD Meals	Per Meal	82,727	$8.68	$ 718,070.36
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 2,962,839.88*

7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	206,772	$8.68	$ 1,794,780.96
Title IIIC1 Cong Meals	Per Meal	51,842	$8.68	$ 449,988.56
Title XX HD Meals	Per Meal	82,727	$8.68	$ 718,070.36
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 2,962,839.88*
			Total	$ 14,718,377.02

Initial JE
Contractor Initials

2/21/2025
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ST. JOSEPH COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 26, 1977. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64319**

Certificate Number: **0007060032**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of February A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, (1) Christopher Conway, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of (2) St. Joseph Community Services, Inc. (SJCS)
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on (3) October 18, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Day, Month) (Year)

VOTED: That (4) Jon Eriquezzo and Kristin Kostecki (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of (5) SJCS to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: (6) February 21, 2025

(7) Christopher E Conway
Signature of Elected Officer
Name: Christopher Conway
Title: Treasurer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2025

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 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	**CONTACT NAME:** Cathy Beauregard **PHONE (A/C, No, Ext):** 603-689-7223 **FAX (A/C, No):** **E-MAIL ADDRESS:** cbeauregard@eatonberube.com
INSURED STJOS4 St. Joseph Community Services, Inc dba Meals on Wheels of Hillsborough County 46 Milford St. Manchester NH 03102	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Selective Insurance Group Inc. 14376 INSURER B : The Lawson Group INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1025075894 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			S 2290338	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			S 2290338	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			S 2290338	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			P10026HCHS2025	1/1/2025	1/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	D&O Liability Claims Made			MY 1006841	10/1/2024	10/1/2025	Each Claim Aggregate Retention	$1,000,000 $1,000,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
129 Pleasant St.
Concord NH 03301-3857

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

Marc L Berube

St. Joseph Community Services DBA Meals on Wheels of Hillsborough County

Mission Statement

The mission of Meals on Wheels of Hillsborough County is to create connection and enrich the lives of older and homebound adults who live independently through nutrition, social engagement and community services.

MEALS on WHEELS
HILLSBOROUGH COUNTY

ST. JOSEPH COMMUNITY SERVICES, INC. D/B/A MEALS ON WHEELS OF HILLSBOROUGH COUNTY AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS AND SINGLE AUDIT REPORT

FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

(With Independent Auditors' Report Thereon and in Accordance with *Government Auditing Standards* and Uniform Guidance)

ST. JOSEPH COMMUNITY SERVICES, INC.
D/B/A MEALS ON WHEELS OF HILLSBOROUGH COUNTY
AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS
AND SINGLE AUDIT REPORT

FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

CONTENTS

Murphy Gaudreau Hoskinson, Inc.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary
Merrimack, New Hampshire

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2023 and 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary as of September 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Single Audit Act Amendments of 1996. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

A One Tara Boulevard, LL - Suite 008, Nashua, NH 03062
W www.mghcpas.com
P (603) 619-3128
F (603) 417-2134

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the accompanying additional supplementary information are presented for the purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Prior Year Information

The financial statements of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County for the year ended September 30, 2022 were audited by other auditors whose report dated March 13, 2023 expressed an unmodified opinion on the financial statements.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2024, on our consideration of St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of St. Joseph Community Service, Inc. St. Joseph Community Service, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary's internal control over financial reporting and compliance and should be read in conjunction with this report in considering the results of our audit.

Murphy Gaudreau Hoskinson Inc.

Murphy Gaudreau Hoskinson, Inc.
Nashua, New Hampshire

February 7, 2024

MGH

ST. JOSEPH COMMUNITY SERVICES, INC.
D/B/A MEALS ON WHEELS OF
HILLSBOROUGH COUNTY AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF
FINANCIAL POSITION AS OF
SEPTEMBER 30, 2023 AND 2022

	2023	2022
ASSETS		
Current Assets		
Cash and cash equivalents	$ 1,392,999	$ 999,885
Cash and cash equivalents - restricted	6,639	-
Current portion of contributions receivable	227,395	177,438
Grants and contracts receivable, net of allowance of $1,000	475,197	364,085
Prepaid expenses	38,972	21,938
Note receivable	50,000	-
Other current assets	18,444	13,388
Total Current Assets	2,209,646	1,576,734
Long-Term Assets		
Investments - at fair value	973,767	1,037,879
Contributions receivable - net of current portion	-	55,000
Property and equipment - net	1,416,761	160,811
Other noncurrent assets	-	50,000
Operating leases right-of-use assets - net	24,291	-
Total Long-term Assets	2,414,819	1,303,690
Total Assets	$ 4,624,465	$ 2,880,424
LIABILITIES AND NET ASSETS		
Current Liabilities		
Current portion of long-term note payable	$ 8,596	$ -
Current portion of operating leases liability	9,389	-
Accounts payable	387,411	244,456
Accrued expenses	112,503	111,762
Total Current Liabilities	517,899	356,218
Long-Term Liabilities		
Long-term note payable - net of current portion	863,404	-
Long-term operating leases liability - net of current portion	15,355	-
Total Long-Term Liabilities	878,759	-
Total Liabilities	1,396,658	356,218
Net Assets		
Without donor restrictions		
Undesignated	2,972,073	2,254,873
Board restricted	35,010	48,296
With donor restrictions	220,724	221,037
Total Net Assets	3,227,807	2,524,206
Total Liabilities and Net Assets	$ 4,624,465	$ 2,880,424

The accompanying notes are an integral part of these consolidated financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC. D/B/A MEALS ON WHEELS OF HILLSBOROUGH COUNTY AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF ACTIVITIES FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	Without Donor Restrictions	With Donor Restrictions	Total	2022 Total
Support and Revenue				
Support:				
Bureau of Elderly and Adult Services:				
Title III and related programs	$ 2,723,520	$ -	$ 2,723,520	2,127,585
Choices for Independence	588,412	-	588,412	565,864
Nutrition Services Incentive Program	246,750	-	246,750	215,862
Contributions	802,232	290,850	1,093,082	1,198,431
Employee retention tax credit	899,441	-	899,441	-
In-kind contributions	100,894	-	100,894	188,718
Other grants	34,888	-	34,888	98,474
Special events:				
Gross special events revenue	41,937	-	41,937	31,683
Less cost of direct benefit to donors	(9,367)	-	(9,367)	(8,976)
Net special events revenue	32,570	-	32,570	22,707
Revenue:				
Other program revenue	16,824	-	16,824	
Other income	10	-	10	15,961
Net Assets Released From Restictions	291,163	(291,163)	-	-
Total Revenue and Other Support	5,736,704	(313)	5,736,391	4,433,602
Expenses				
Program services	4,145,624	-	4,145,624	3,751,358
General and administration	796,414	-	796,414	479,440
Fundraising	232,486	-	232,486	283,637
Total Expenses	5,174,524	-	5,174,524	4,514,435
Change in Net Assets From Operations	562,180	(313)	561,867	(80,833)
Nonoperating Activities				
Investment income (loss), net	141,734		141,734	(179,445)
Change in Net Assets	703,914	(313)	703,601	(260,278)
Net Assets - Beginning	2,303,169	221,037	2,524,206	2,784,484
Net Assets - Ending	$ 3,007,083	$ 220,724	$ 3,227,807	$ 2,524,206

The accompanying notes are an integral part of these consolidated financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.
D/B/A MEALS ON WHEELS OF
HILLSBOROUGH COUNTY AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	Program Services				Support Services				
	Home Delivery	Congregate Services	Transportation	Total Program Services	General and Administration	Fundraising	Total Support Services	2023 Total	2022 Total
Food	$ 2,157,353	$ 356,017	$ -	$ 2,513,370	$ -	$ -	$ -	$ 2,513,370	$ 1,867,143
Salaries and wages	932,235	6,463	25,995	964,693	447,243	154,155	601,398	1,566,091	1,589,422
Occupancy	165,772	1,655	755	168,182	46,104	22,350	68,454	236,636	303,634
Office expenses	106,818	1,090	1,090	108,998	78,720	9,596	88,316	197,314	123,280
Travel	110,693	-	8,043	118,736	6,496	342	6,838	125,574	117,542
Employee benefits	53,310	544	544	54,398	48,618	16,758	65,376	119,774	138,644
Payroll taxes	71,256	727	727	72,710	34,271	11,812	46,083	118,793	127,796
Supplies	56,960	575	-	57,535	-	-	-	57,535	43,808
Other expenses	18,053	184	184	18,421	16,585	18,362	34,947	53,368	61,332
Depreciation and amortization	11,494	44	44	11,582	31,842	741	32,583	44,165	39,056
Insurance	27,203	278	278	27,759	7,747	2,679	10,426	38,185	41,017
Retirement contributions	10,805	110	110	11,025	13,760	4,743	18,503	29,528	28,093
Interest	1,886	-	-	1,886	24,513	-	24,513	26,399	-
Accounting	-	-	-	-	23,004	-	23,004	23,004	22,000
Dues and subscriptions	11,551	118	118	11,787	629	315	944	12,731	10,194
Advertising	1,116	11	11	1,138	6,477	-	6,477	7,615	3,584
Staff development	3,258	33	33	3,324	1,518	-	1,518	4,842	3,163
Legal	-	-	-	-	4,279	-	4,279	4,279	920
Bad debts	-	-	-	-	2,580	-	2,580	2,580	-
Equipment	78	1	1	80	2,028	-	2,028	2,108	2,783
Total Expenses by Function	3,739,841	367,850	37,933	4,145,624	796,414	241,853	1,038,267	5,183,891	4,523,411
Less expenses included on the Statement of Activities:									
Cost of direct benefit to donors	-	-	-	-	-	(9,367)	(9,367)	(9,367)	(8,976)
Total Functional Expenses	$ 3,739,841	$ 367,850	$ 37,933	$ 4,145,624	$ 796,414	$ 232,486	$ 1,028,900	$ 5,174,524	$ 4,514,435

The accompanying notes are an integral part of these consolidated financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC. D/B/A MEALS ON WHEELS OF HILLSBOROUGH COUNTY AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
Cash Flows from Operating Activities		
Change in net assets	$ 703,601	$ (260,278)
Non-cash items included in change in net assets:		
Depreciation and amortization	119,774	39,056
Realized gain on sales of investments	(65,060)	(38,717)
Unrealized (gain) loss on investments	(54,295)	199,198
Changes in operating assets and liabilities:		
Contributions receivable	5,043	(12,459)
Grants and contracts receivable	(111,112)	(68,924)
Prepaid expenses	(17,034)	(7,762)
Other assets	(5,056)	-
Operating lease right-of-use assets	(31,430)	-
Operating leases liability	24,744	-
Accounts payable	142,955	81,181
Accrued expenses	741	2,724
Net Cash Provided (Used) by Operating Activities	712,871	(65,981)
Cash Flows from Investing Activities		
Repayments on note receivable	-	56,362
Purchases of property and equipment	(1,368,585)	(81,947)
Purchases of investments	(665,283)	(82,952)
Proceeds from the sale of investments	848,750	141,257
Net Cash (Used) Provided by Investing Activities	(1,185,118)	32,720
Cash Flows from Financing Activities		
Proceeds received from note payable	872,000	-
Net Increase (Decrease) in Cash, Cash Equivalents, and Restricted Cash	399,753	(33,261)
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	999,885	1,033,146
Cash, Cash Equivalents, and Restricted Cash - End of Year	$ 1,399,638	$ 999,885
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for:		
Interest	$ 29,528	$ -
Cash paid from amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 7,930	$ -
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 31,430	$ -

The accompanying notes are an integral part of these consolidated financial statements.

NOTE – A: DESCRIPTION OF THE ORGANIZATION

St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County (the Organization) fosters independence and life enrichment for seniors and other qualified adults through nutrition, social engagement, and community services. Services are provided through the following programs:

Home Delivery: The Organization offers home meal delivery for older adults, and adults with temporary or permanent disabilities.

Congregate Services: The Organization invites anyone age 60 or older to one of their many dining centers throughout Hillsborough County for tasty, nutritious lunches served Monday through Friday. In addition to these lunches, individuals are invited to participate in activities related to nutrition, recreation, health and welfare, and social services that are easily accessible at nutrition site locations.

Transportation: The Organization provides transportation assistance to individuals age 60 and older who are socially isolated due to a lack of transportation.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist in understanding the Organization's financial statements.

Basis of Accounting/Presentation: The accompanying consolidated financial statements have been prepared on the accrual basis of accounting. The consolidated financial statements and notes are representations of management who is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the consolidated financial statements.

Accordingly, revenue is recognized as goods or services are delivered, and expenses are recognized as incurred. Expenses are charged to each program based on the direct expenditure incurred. Any expenditure not directly chargeable to an individual program is allocated against all the programs benefitted. The consolidated financial statements and notes are representations of management who is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the consolidated financial statements.

Principles of Consolidation: The accompanying consolidated financial statements include the accounts of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and its wholly owned subsidiary, MOW Title Holding Company (a corporation). All inter-organization transactions have been eliminated. Unless otherwise noted, these consolidated entities are hereinafter referred to as "the Organization."

Cash and Cash Equivalents: For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with a maturity of three months or less to be cash equivalents. At September 30, 2023 and 2022, cash consisted of cash on hand, balances in operating bank accounts and amounts due from depository institutions; cash equivalents consisted of certificates of deposit with a balance of $179,804 and $51,568 at September 30, 2023 and 2022, respectively.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Organization maintains a separate bank account for the Mazur Endowment Fund, of which the Organization is beneficiary of the income of the endowment. Restricted cash is classified as a current asset on the statement of financial position.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash as reported on the statement of financial position that sum to the total of such amounts reporting on the statement of cash flows at September 30:

	2023	2022
Cash and cash equivalents - unrestricted	$ 1,392,999	$ 999,885
Cash and cash equivalents - restricted	6,639	-
Total	$ 1,399,638	$ 999,885

Grants and Contracts Receivable: Grants receivable and contracts are stated at cost, net of an allowance for doubtful accounts, which is the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is provided for those grant and contracts receivable considered to be uncollectible based upon historical experience and management's evaluation of outstanding balances at the end of the year. The Organization considers a receivable past due if payment is not received based on contractual terms. Bad debts are written off against the allowance when identified. The allowance for uncollectable grants is based on historical experience and a review of subsequent collections.

Prepaid Expenses: Prepaid expenses are stated at historical cost, net of any related amortization, and consist of amounts which are of continuing benefit to the Organization.

Investments: Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

Fair Value Measurements: Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value and establishes a framework for measuring fair value for assets and liabilities that are measured at fair value on a recurring basis. In accordance with the accounting standards for fair value measurements for those assets and liabilities that are measured at fair value on a recurring basis, the Company has categorized its applicable financial instruments into a required fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of the fair value hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

Applicable financial assets and liabilities are categorized based on the inputs to the valuation techniques as follows:

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Level 1 – Quoted prices in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities in active markets; quoted prices for similar assets or liabilities in markets that are not active; or model-derived valuations or other inputs that are observable or can be corroborated by observable market data for the assets or liabilities.

Level 3 – Unobservable inputs for the asset or liability that are significant to the fair value measurement. These inputs reflect the Company's assumptions about the assumptions a market participant would use in pricing the asset or liability.

Property and Equipment: Property and equipment are stated at cost. Depreciation is computed for financial statement purposes on a straight-line basis over the estimated useful lives of the related assets, as follows:

	Years
Building and improvements	39
Land	N/A
Vehicles	5
Furniture and fixtures	5 - 7
Equipment	5 - 7

Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the lives of the assets are capitalized. When property is disposed of, the asset and related accumulated depreciation are removed from the accounts. Any resulting gain or loss is reflected in operations in the period incurred.

Valuation of Long-Lived Assets: The Organization reviews the carrying value of long-lived assets for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition.

Net Assets: The classification of not-for-profit organization's net assets and its support, revenue and expenses is based on the existence or absence of donor-imposed restrictions. It required that the amounts for each of the classes of net assets be displayed in the statement of financial position and that the amounts of change in each of those classes of net assets be displayed in the statement of activities.

In accordance with accounting principles generally accepted in the United States of America (US GAAP), St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County reports information regarding its financial position and activities according to the following two classes of net assets:

Net Assets Without Donor Restrictions: Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting for the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets With Donor Restrictions: Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restrictions will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the Organization must continue to use the resources in accordance with the donor's instructions.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restrictions is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of buildings or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the Organization, unless the donor provides more specific directions about the period of its use.

Classification of Transactions: All revenues and net gains are reported as increases in net assets without donor restrictions in the statements of activities unless restrictions are imposed by donor-imposed stipulations or law. All expenses and net losses are reported as decreases in net assets without donor restrictions. Expirations of donor-imposed stipulations that simultaneously increase one class of net assets and decrease another are reported as net assets released from restrictions. Upon approval by the Board of Directors, transfers are made from undesignated without donor restricted net assets to board designated net assets.

Revenue Recognition: The Organization records revenue in accordance with ASC 606, *Revenue from Contracts with Customers* (ASC 606). The standard requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services.

Contributions: Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as restricted until the payment is due, unless the contribution is clearly intended to support activities of the current fiscal year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

The Organization is a beneficiary under several donors' wills. Contributions from bequests are recognized as contributions receivable when the probate court declares that the will is valid and the Organization has an irrevocable right to the bequest.

Government Grants and Contract Revenue and Award Recognition: Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Revenue from state agencies is subject to independent audit, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Grants with donor restrictions are recorded as revenue and net assets with donor restrictions when received or unconditionally pledged. Transfers are made to net assets without donor restrictions as costs are incurred or time restrictions lapse. Grants with donor restrictions received and satisfied in the same period are included in net assets without donor restrictions.

The Organization receives contracts under various arrangements. This revenue is recognized under a performance-based system. Under this type of system, the Organization is paid based upon the number of units of service provided for both purchased services and administrative management. Each type of service has a separate unit rate for units of service performed.

Performance Obligations: For performance obligations related to the Organization's activities, control transfers to the client at a point in time. The Organization's principal terms are point of sale and the Organization transfers control and records revenue upon delivery to the client, respectively. The payment terms and conditions in client contracts occur upon delivery.

The Organization does not have any significant financing components as payment is received at or shortly after the point of sale.

Functional Expense Allocation: The costs of providing the Organization's programs and other activities have been summarized on a functional basis in the Statement of Activities and Statement of Functional Expenses. Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are allocated to programs and supporting services. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

Expenses that are allocated include IT, depreciation, and occupancy which are allocated to program and supporting services based primarily on square footage used for program activities. Payroll and related costs are allocated to functions based time and effort. Occupancy and other costs are allocated based on actual expenses.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years. The Organization generally does not conduct its fundraising activities in conjunction with its other activities.

Advertising Costs: Costs incurred with respect to advertising are expensed when incurred. Advertising expense for the year ended September 30, 2023 and 2022 totaled $7,615 and $3,584, respectively.

Income Taxes: The Organization has been recognized by the Internal Revenue Service (IRS) as an exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and as determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In-Kind Contributions: Donated services represent the estimated fair value of services provided to the Organization. Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Local businesses occasionally donate services, most of which are not recognized as contributions in the financial statements since the recognition criteria were not met.

Lease Accounting: The Organization adopted FASB Accounting Standards Update No. (ASU) 2016-02, *Leases, Topic 842* (ASC 842) as of October 1, 2022. Under ASC 842, the Organization determines whether the arrangement contains a lease at the inception of an arrangement. If a lease is identified in an arrangement, the Organization recognizes a right-of-use (ROU) asset and liability on its balance sheet and determines whether the lease should be classified as a finance or operating lease. The Organization does not recognize assets or liabilities for leases with lease terms of less than 12 months.

ROU assets represent the Organization's right to use an underlying asset for the lease term and lease liabilities represent the Organization's obligation to make lease payments arising from the lease. Operating lease assets and liabilities are recognized at the lease commencement date based on the present value of the lease payments over the lease term using the discount rate implicit in the lease. If the rate implicit is not readily determinable, the Organization utilizes the Applicable Federal Rate at the adoption of ASC 842. Operating lease assets are further adjusted for prepaid or accrued lease payments. Operating lease payments are expensed using the straight-line method as an operating expense over the lease term.

Operating leases are recorded in operating lease ROU assets, operating lease liability and operating lease liability, long-term on the Organization's statement of financial position.

The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants. Some of the Organization's operating leases provide for minimum annual payments that increase over the life of the lease. These leases may include obligations to pay for other services, such as operations and maintenance. For leases of property, the Organization accounts for these other services as a component of the lease. The aggregate minimum annual payments are expensed on the straight-line basis beginning when the Organization takes possession of the property and extending over the term of the related lease, including renewal options when the exercise of the option is reasonably certain as an economic penalty may be incurred if the option is not exercised.

Fair Value of Financial Instruments: The Fair Value Measurements and Disclosures Topic of the FASB ASC defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. The Organization's financial instruments are cash and cash equivalents, grants and contracts receivable, note receivable, accounts payable, and note payable. The recorded values of cash and cash equivalents, grants and contracts receivable, and accounts payable approximate their fair values based on their short-term nature. The recorded values of note receivable and note payable approximate their fair value as interest approximates market rates.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenues and expenses. Accordingly, actual results could differ from those estimates, particularly given the significant social and economic disruptions and uncertainties associated with the ongoing COVID-19 pandemic and the COVID-19 control responses, and such differences may be material.

Reclassifications: Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on previously reported results of operations or net assets.

Change in Accounting Principle: In February 2016, the FASB issued ASC 842, *Leases,* to increase transparency and comparability among organizations by requiring the recognition of ROU assets and lease liabilities on the statement of financial position. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Organization adopted the standard effective October 1, 2022 and recognized and measured leases existing at, or entered into after, October 1, 2022 (the beginning of the period of adoption) through a cumulative effect adjustment, with certain practical expedients available. The Organization does not recognize assets or liabilities for leases with lease terms of less than 12 months.

The Organization elected the available practical expedients to account for its existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement.

In addition, the Organization elected the hindsight practical expedient to determine the lease term for existing leases. The Organization's election of the hindsight practical expedient resulted in the shortening of lease terms for certain existing leases and the useful lives of corresponding leasehold improvements. In the Organization's application of hindsight, it evaluated the performance of the leased properties and the associated markets in relation to its overall real estate strategies, which resulted in the determination that most renewal options would not be reasonably certain in determining the expected lease term.

The standard had a material impact on the Organization's balance sheet but did not have an impact on its income statement, nor statement of cash flows. The most significant impact was the recognition of ROU assets and lease liabilities for operating leases, while the Organization's accounting for finance leases remained substantially unchanged.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Accounting Standards to be Adopted in the Future

Credit Losses: In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments.* The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending September 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

NOTE – C: INVESTMENTS

The Organization's investments measured at fair value on recurring basis and categorized in the fair value hierarchy as Level 1, consisted of the following at September 30:

Investment Type	2023	2022
Mutual funds	$ 973,767	$ 998,820
Equities	-	39,059
Total Investments	$ 973,767	$ 1,037,879

NOTE – D: PROPERTY AND EQUIPMENT

Major classifications of property and equipment consist of the following at September 30, 2023:

	2023	2022
Building and improvements	1,474,259	$ 329,375
Land	141,700	-
Vehicles	127,443	124,520
Furniture and fixtures	113,440	111,791
Equipment	4,418	2,598
	1,861,260	568,284
Less: accumulated depreciation	(444,499)	(407,473)
Property and Equipment - Net	$ 1,416,761	$ 160,811

Depreciation expense totaled $37,026 and $39,056 for the years ended September 30, 2023 and 2022, respectively.

NOTE – E: NOTE RECEIVABLE

Note receivable consists of the following at September 30, 2023 and 2022:

	2023	2022
On December 26, 2018, the Organization entered into an agreement with the New Hampshire Community Loan Fund, Inc (the Fund) wherein $50,000 was loaned to the fund. The loan is a five-year note bearing interest at 3% per annum, compounded annually. The note is due on December 31, 2023, including accrued interest.	$ 50,000	$ 50,000

NOTE – F: NOTE PAYABLE

Note payable consists of the following at September 30:

	2023	2022
Note payable, finance company, secured by a mortgage, interest only through April 2024, then monthly installments of $5,501, including interest at 5.50%, through March 2048.	$ 872,000	$ -
Less: current portion of long-term note payable	(8,596)	-
Long-Term Note Payable - Net of Current Portion	$ 863,404	$ -

Aggregate maturities of long-term note payable for the years ending September 30 are as follows:

2024	$ 8,596
2025	18,338
2026	19,387
2027	20,497
2028	19,866
Thereafter	785,316
	$ 872,000

NOTE – G: COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation and sick time depending on the length of service and other factors. Vacation and sick time is earned on a fiscal year basis and carries over from year-to-year. Employees accrue earned sick time on all hours worked at a rate of one hour of earned sick time for every 30 hours worked, including overtime hours, up to a cap of 40 hours per benefit year. The Organization has included approximately $46,000 in "Accrued expenses" on the statement of financial position of unpaid vacation for each of the years ending September 30, 2023 and 2022, respectively.

NOTE – H: EMPLOYEE BENEFITS PLAN

The Organization sponsors a defined contribution retirement plan covering all full-time employees. The Organization contributed $29,528 and $28,093 to the plan for the years ended September 30, 2023 and 2022, respectively.

NOTE – I: LEASES

The Organization leases one of its operating facilities under a long-term, non-cancelable operating lease agreement. The lease expires at November 30, 2026. In the normal course of business, it is expected that this lease will be renewed or replaced by leases on other properties.

The leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases. Also, the agreement generally requires the Organization to pay real estate taxes, insurance, and repairs.

Leases consist of the following at September 30:

	2023	2022
Right-of-use assets	$ 31,430	$ -
Less: accumulated amortization	(7,139)	-
Operating Leases Right-of-Use Assets - Net	$ 24,291	$ -

For the year ended September 30, 2023, amortization expense related to the ROU assets for operating leases totaled $7,139 and interest expense related to the discounted cash flows totaled $1,886. The weighted average remaining lease term was 3 years and the weight average discount rate was 3.43% that was used to measure the Organization's operating lease liabilities at September 30, 2023.

Short-term lease cost totaled $49,848 and $73,000 for the years ending September 30, 2023 and 2022, and is included in occupancy costs in the Statement of Functional Expenses.

NOTE – I: LEASES (Continued)

The following is a maturity analysis of the annual undiscounted cash flows of the lease liabilities as of September 30, 2023:

Year Ending	Operating Leases
2024	$ 9,389
2025	8,250
2026	8,415
2027	1,407
Total lease payments	27,461
Less: imputed interest	(2,717)
Total lease obligations	24,744
Less: current obligations	(9,389)
Long-Term Lease Obligations	$ 15,355

NOTE – J: NET ASSETS

Board-designated Net Assets

The Board has voted from net assets without donor restrictions to create a designated fund for capital reserves, which cannot be used without prior approval of the Board. Board-designated assets were comprised of a capital reserve for expenditures of major assets totaling $35,010 and $28.479 at September 30, 2023 and 2022, respectively.

NOTE – J: NET ASSETS (Continued)

Net Assets with Donor Restrictions

Net assets with donor restrictions were comprised of the following at September 30, 2023 and 2022:

	2023	2022
Subject to expenditure for specific purpose:		
MOWAA - Social Connection	$ 8,600	$ -
MOWAA - Pet Grant	11,000	-
Peterborough Advertising	16,000	-
Feed NH Community Dining	3,884	4,403
Total restricted for purpose	39,484	4,403
Subject to passage of time	181,240	216,634
Total Net Assets with Donor Restrictions	$ 220,724	$ 221,037

Net assets were released from the program restrictions by incurring expenses satisfying the restricted purpose of the passage of time.

NOTE – K: CONTRIBUTED NONFINANCIAL ASSETS

The Organization leases space under tenant-at-will agreements to prepare meals for delivery and hold congregate dining for which the rental payments are less than the amount that would be charged for similar space that is rented under similar terms. Using publicly available commercial real estate rental listings, the Organization has estimated that the rental payments were valued at approximately $100,000 and $166,000 in fiscal years 2023 and 2022, respectively. The contributed space was used for program services and has no associated donor restrictions.

The value of donated volunteer services that did not meet criteria for recognition in the financial statements is estimated at $297,800 and $243,500 for fiscal years 2023 and 2022, respectively.

NOTE – L: TRANSACTIONS WITH RELATED PARTIES

In fiscal year 2023, the Organization received services totaling approximately $49,000 from several businesses that either employ or are owned by certain members of the Board of Directors. Additionally, the Organization rented office space from a related party totaling approximately $13,700. In accordance with the State of New Hampshire's conflict of interest requirements, the Organization has complied with all notice, publication, and approval requirements.

NOTE – M: EMPLOYEE RETENTION CREDIT

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was passed by Congress on March 27th, 2020. The CARES Act provides an employee retention credit (CARES ERC), which is a refundable tax credit against certain employment taxes of up to $5,000 per employee for eligible employers. The tax credit is equal to 50% of qualified wages paid to employees during a quarter, capped at $10,000 of qualified wages per employee through December 31, 2020. Additional relief provisions were passed by the United States government, which extend and slightly expand the qualified wage caps on these credits through December 31, 2021. Based on these additional provisions, the tax credit is now equal to 70% of qualified wages paid to employees during a quarter, and the limit on qualified wages per employee has been increased to $10,000 of qualified wages per quarter. The Organization qualifies for the tax credit under the CARES Act. During the year ended September 30, 2023, the Organization recorded $899,441 related to the CARES on the Organization's Statement of Activities.

NOTE – N: CONCENTRATIONS

Financial instruments that potentially subject the Organization to concentrations of credit consist principally of cash balances at financial institutions and grants and contracts receivable.

Cash in Bank: The Organization maintains its cash balances in financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. At times, the Organization's bank balances may exceed insurable limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash.

Revenue and Grants and Contracts Receivable: A material part of the Organization's revenue is dependent on government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended September 30, 2023 and 2022, the Bureau of Elderly and Adult Services accounted for 62% and 66%, respectively, of total revenues.

The receivables from State of New Hampshire at September 30, 2023 and 2022 with a total balance of $476,000 and $306,000, respectively. Additionally, at September 30, 2023 and 2022, amounts due from Hillsborough County totaled approximately $100,000 and $160,000, respectively.

NOTE – O: AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets at September 30, 2023:

	2023	2022
Financial Assets at Year-End		
Cash and cash equivalents	$ 1,392,999	$ 999,885
Cash and cash equivalents - restricted	6,639	-
Grants and contracts receivable	475,197	364,085
Total Financial Assets at Year-End	1,874,835	1,363,970
Less: net assets with donor restrictions	(220,724)	(221,037)
Financial Assets Available to Meet General Expenditures Over the Next Twelve Months	$ 1,654,111	$ 1,142,933

NOTE – P: EFFECT OF COVID-19 PANDEMIC

On March 11, 2020, the World Health Organization (WHO) recognized COVID-19 as a global pandemic, prompting many national, regional, and local governments to implement preventative or protective measures, such as travel and business restrictions, temporary store closures, and wide-sweeping quarantines and stay-at-home orders. As a result, the COVID-19 pandemic remains a rapidly evolving situation. The extent of the impact of COVID-19 on the Organization's programs and financial results will depend on future developments, including the duration and spread of the outbreak, all of which are highly uncertain.

NOTE – Q: SUBSEQUENT EVENTS

Management has evaluated subsequent events through February 7, 2024, which is the date the accompanying financial statements were available to be issued.

In December 2023, the note receivable from the New Hampshire Community Loan Fund matured and was collected by the Organization in January 2024.

Murphy Gaudreau Hoskinson, Inc.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County
Merrimack, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County (a nonprofit organization) and Subsidiary, which comprise the statement of financial position as of September 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 7, 2024.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of St. Joseph Community Service, Inc. , d/b/a Meals on Wheels of Hillsborough County and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Murphy Gaudreau Hoskinson Inc.

Murphy Gaudreau Hoskinson, Inc.
Nashua, New Hampshire

February 7, 2024

Murphy Gaudreau Hoskinson, Inc.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR A FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE

To the Board of Directors
St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary
Merrimack, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Compliance for Federal Program

We have audited St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on its Federal Program for the year ended September 30, 2023. St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its Federal Program for the year ended September 30, 2023.

Basis for Opinion on Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of St. Joseph Community Service, Inc. d/b/a Meals on Wheels of Hillsborough County and Subsidiary and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the Federal Program. Our audit does not provide a legal determination of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's compliance with the compliance requirements referred to above.

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Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Federal Program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's compliance with the requirements of the federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Murphy Gaudreau Hoskinson Inc.

Murphy Gaudreau Hoskinson, Inc.
Nashua, New Hampshire

February 7, 2024

ST. JOSEPH COMMUNITY SERVICES, INC.
D/B/A MEALS ON WHEEL OF
HILLSBOROUGH COUNTY AND SUBSIDIARY

SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS FOR THE
YEAR ENDED SEPTEMBER 30, 2023

Federal Agency Cluster / Pass through Agency / Program Title	Pass through Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Passed Through the State of New Hampshire			
Community Development Block Grant	UNKNOWN	14.218	$ 34,888
Total U.S. Department of Housing and Urban Development			34,888
U.S. Department of Health and Human Services			
Aging Cluster			
Passed Through the State of New Hampshire - Bureau of Elderly and Adult Services			
Special Programs for the Aging-Title IIB, Part B-Grants for Supportive Services and Senior Centers	20AANHT3SS	93.044	18,062
Special Programs for the Aging-Title III, Part C-Nutrition Services	20AANHT3CM	93.045	185,121
Special Programs for the Aging-Title III, Part C-Nutrition Services	20AANHT3HD	93.045	1,123,433
COVID-19 Special Programs for the Aging-Title III, Part C-Nutrition Services	20AANHT3HD	93.045	-
Nutrition Services Incentive Program	17AANHNSIP	93.053	276,750
Total Aging Cluster			1,603,365
Passed Through the State of New Hampshire - Bureau of Elderly and Adult Services			
Social Services Block Grant	G1601NHS0SR	93.667	319,175
Medical Assistance Program	NH20144	93.778	588,412
Total U.S. Department of Health and Human Services			2,510,953
Total Federal Expenditures			$ 2,545,841

Note – A: Basis of Presentation

The accompanying Schedule of Federal Awards (the schedule) includes the Federal assistance activity of the Organization and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Organization's grant through the U.S. Department of State and is in the format in compliance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to, and it does not, present the financial position, changes in net assets or cash flows of the Organization.

Note – B: Summary of Significant Accounting Policies

a. Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited to reimbursement.
b. Pass-through entity identifying numbers are presented where available.

Note – C: Indirect Cost Rate

The Organization has elected not to use the 10% de-minimus indirect cost rate allowed under Uniform Guidance.

1. There were no prior year findings and as such there are no unresolved activities for St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary.

1. Summary of Auditors' Results

   a) The auditors' report expresses an unmodified opinion on whether the financial statements of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary were prepared in accordance with GAAP.

   b) No instances of noncompliance material to the financial statement of St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary disclosed during the audit.

   c) The auditors' report on compliance for major federal awards programs for St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary expresses an unmodified opinion on all major federal programs.

   d) There are no audit findings that are required to be reported in accordance with 2 CFR section 200.5 I 6(a).

   e) The programs tested as major programs were:

Federal Program of Cluster	Federal CFDA Number
Aging Cluster	93.044, 93.045, 93.053

   f) The dollar threshold used to distinguish between Type A and Type B programs was $750,000.

   g) St. Joseph Community Service, Inc., d/b/a Meals on Wheels of Hillsborough County and Subsidiary qualified as a low-risk auditee.

2. Financial Statement Findings in Accordance with *Government Auditing Standards*

   None

3. Findings and Questioned Costs for Federal Awards

   None

Meals on Wheels of Hillsborough County Board of Directors 2024-2025	
Board Member	**Work**
Daniel Abbis, D.O. , Immediate Past Chair	Dartmouth-Hitchcock Radiologist
Andrew Cirrone, Vice Chair	Franklin Savings Bank
Christopher Conway, Treasurer	CEJ Technologies Owner
Jon Eriquezzo	Meals on Wheels HCMOW President
Douglas Garner	Retired from BAE
Jordan Guagliumi	Constant Frequency Owner
Colleen Lyons	Sheehan Phinney, P.A. Attorney
Carolyn Oguda, Chair	Moderna Therapeutics
Gilbert Oriol, Secretary	The Masiello Group Business Intermediary
Thomas Sullivan	Sullivan Construction LLC
Christopher Dugan	Dugan PR
John "Jack" Johnson	Retired from Fidelity
Andrea O'Brien	University of New Hampshire Business Advisor

Jon Eriquezzo

PROFESSIONAL HISTORY

President and CEO 2020 - Present

St. Joseph Community Services, Inc. Merrimack, NH

Vice President 2019

St. Joseph Community Services, Inc. Merrimack, NH

Responsible for all operations of the organization, finance, programs, fundraising, marketing and development.

Vice President of Innovation 2016 - 2019

Crotched Mountain Foundation, Greenfield, NH

Researched and developed new business opportunities and contributed to the growth of the school population. Represented the organization on a state and national level. Acted as the legislative liaison, researching legislation in multiple states and providing testimony at public hearings. Also served as the director of the assistive technology division (ATECH Services), the Refurbished Equipment Marketplace, and provided management oversight of the HUD housing projects in NH, ME, and NY.

Executive Director 2006 - 2016

Crotched Mountain Residential Services, Greenfield, NH

Supervision and management of housing, residential and day services for 250+ children, adults, and seniors across NH, MA, ME, and NY. Managed a budget of more than 20 million dollars, with responsibility for a workforce of 400+ staff.

Director of Residential Services 2001 - 2006

Crotched Mountain Rehabilitation Center, Greenfield, NH

Supervision and management of residential services for 80+ children and young adults affected by a variety of disabling conditions

Vice President of Sales and Marketing 2000 - 2001

Cyclone Direct, Londonderry, NH

Start-up Telecommunications Company. Responsible for national sales and marketing activities. Was promoted from the position of Director of Community Relations

Director of Residential Services 1999 - 2000

LifeStream, Inc., New Bedford, MA

Responsible for supervision and management of residential services for approximately 45 individuals with developmental disabilities. Managed program, budgets, policy development, staff supervision and contract monitoring

Director of Residential Services 1998 - 1999

Community Partners, (DSSC), Dover, NH

Supervised and managed residential services for approximately 75 individuals with developmental disabilities

Director of Residential Services 1986 - 1998

The PLUS company, Inc., Nashua NH

Supervised and managed residential services for approximately 60 individuals with developmental disabilities

EDUCATION

Master's Degree, Organizational Management and Leadership

Minor study in Community Counseling

Springfield College School of Human Services, Manchester NH

Certificate, Community Health Care Management

Health Care Finance, Human Resources Management for Health Care,

Health Care Policy & Practice

Antioch New England, Keene, NH

BS, Human Service Administration, *Magna cum Laude*

Springfield College School of Human Services, Manchester NH

Business Administration Courses

Business Law, Personnel Management. Accounting I & II

Franklin Pierce College, Nashua, NH

AWARDS and OTHER

2019- **Leadership New Hampshire Graduate**

The LNH experience broadens each member's perspective by providing a deeper understanding of the issues facing NH and by building connections with fellow classmates, a diverse group of emerging, influential leaders. LNH seeks to improve leadership skills and development through issues education. The LNH experience also exposes Associates to new opportunities to serve their communities and the state.

2011- **Exemplary Leadership and Service Award**, presented by the State of NH Division of Children Youth and Families and Juvenile Justice Services

2008- **Distinguished Member Award**, presented by the NH Partners in Service.

Kristin Kostecki

EDUCATION

Master of Business Administration (2019)
Fitchburg State University, *Fitchburg, MA*

Bachelor of Science in Human Services (2013)
Springfield College, *Manchester, NH*
Magna cum Laude

CERTIFICATION

Change Management Specialist (CMS) (2019)
Management and Strategy Institute

Six Sigma Lean Professional (SSLP) (2020)
Management and Strategy Institute

EMPLOYMENT

Vice President, St. Joseph Community Services, Inc. – Meals on Wheels, Merrimack, NH
August 2020 – Present
Manage day to day operations of the organization including programs and finance.

Account Specialist, Curriculum Associates, Billerica, MA
May 2019- August 2020
Managed customer accounts through data systems including, Salesforce, custom platforms as well as Microsoft Office Suite. Prepared and analyzed data including growth and usage metrics to inform customers of their success and areas for growth.

Director of Student and Adult Services, Crotched Mountain Rehabilitation Center, Greenfield, NH
2016-2019
Provided oversite of operations for multi-site residential and day programs including personnel supervision, record keeping, financial monitoring, facilities and maintenance function and delivery of support services to clients with healthcare and behavioral health needs. Provided leadership of the Case Management division and directed and coordinated all educational case management, programs and services. Managed a $22 million-dollar operating budget with accountability for budgeting and financial management including profit and loss.

Assistant Director of Residential Services, Crotched Mountain Rehabilitation Center, *Greenfield, NH*
2014-2016
Served as second in command to the Executive Director to manage and oversee the daily operation of Residential Services. Provided administrative supervision to over 400 cluster employees including participation, as needed, in the planning, development and management of all residential programs.

Program Coordinator, Crotched Mountain Rehabilitation Center, *Greenfield, NH*
2012-2014
Managed the clinical, budgetary and business operations of nine residential programs and provided administrative supervision to over 125 cluster employees.

Program Manager, Crotched Mountain Rehabilitation Center, *Greenfield, NH*
2010-2012
Oversight of day to day operations for residential homes providing support to individuals with developmental disabilities.

Jillian Toce, M.Ed.

MEALS ON WHEELS OF HILLSBOROUGH COUNTY

Director of Enrollment *(started as Assistant Director of Client & Volunteer Services)* **March 2021 – Present**

- Manage the enrollment team; Oversee the client referral, intake, and recertification process to ensure efficiency of operation and progress towards compliance with state regulation, policies and procedures
- Develop, establish and partner with internal departments to implement and deploy enrollment strategies that are aligned with organizational goals and focused on client experience
- Provide oversight to all day-to-day operations, support all partners including leading the team to identify and execute process improvements and efficiencies
- Ensure appropriate measures are used to prioritize projects based on regulatory requirements, quality improvement and to meet the changing needs of the organization and client population
- Develop, establish and audit policies and procedures as it relates to client, eligibility, enrollment and annual recertification as required by regulations and contracts
- Support new client referrals and adapt to meet needs of environment and the changing client demographic
- Oversee record keeping to ensure client data, volunteer paperwork and background checks are processed accurately. Maintain volunteer database, files and provide necessary reports
- Responsible for maintaining ongoing communication with volunteers and for identifying areas of growth

Assistant Program Director *(started as Program Outreach Manager)* **June 2018 – March 2021**

- Responsible for assisting the Program Director in overseeing the daily operations of Meals on Wheels and Community Dining site locations throughout the county
- Directly supervised Program Operations Specialists
- Managed the volunteer program; Assisted with recruitment, retention, training, and any disciplinary action
- Assisted the Program Director in supervising Site Coordinators and program department staff
- Actively recruited, interviewed and hired site personnel
- Collaborated with colleagues to plan and execute semi-annual training days for all staff and volunteers

ENDICOTT COLLEGE

Area Director *(started as Residence Director)* **January 2017 – June 2018**

- Supervised Residence Directors
- Collaborated with the Assistant Director of Housing Operations to determine housing assignments, accommodate room changes, facilitate housing selection process and improve departmental processes
- Co-chaired the Housing Selection and Professional Development Committees
- Managed day-to-day operations of a residence hall that houses up to 267 first-year students
- Supervised, trained and evaluated Resident Assistants (RAs)
- Served as a conduct officer; adjudicate cases every week, in addition to facilitating educational conversations
- Participated in an on-call duty rotation for the entire campus, overseeing up to 2,500 residents
- Coordinated, approved and tracked hall programming which included budgeting and scheduling

Learning Consultant **November 2017 – May 2018**

- Designed and facilitated individualized weekly meetings with students focused on improving time management, organization, executive function and critical thinking skills
- Constructed personalized plans with students by reviewing course content and clarifying assignments
- Empowered students to prioritize self-advocacy and communication with faculty and staff, as well as accessing additional campus resources when needed

LANDMARK COLLEGE

Resident Dean **July 2015 – January 2017**

- Oversaw a residence hall that housed up to 75 residents; each resident had a learning disability, including Attention Deficit Hyperactivity Disorder, Dyslexia, Autism Spectrum Disorder, etc.
- Performed on-duty responsibilities; responded to crisis/emergency situations, managed conflicts and provided support for entire campus; collaborated with on-call administrators and counselors, campus safety and facilities
- Collaborated with each resident's academic advisor to address academic and behavioral concerns in academic intervention and conduct meetings
- Supervised Resident Assistants (RAs)
- Planned and executed training sessions for all RAs on campus

Women's Resource Center Coordinator **April 2016 – January 2017**

- Oversaw all operations of the WRC, recruited, trained and supervised a staff of nine student employees
- Developed and executed programming exclusively for female-identifying students, faculty and staff
- Created and hosted weekly social pragmatics group for female-identifying students on the autism spectrum
- Collaborated with other departments, divisions and staff members to develop men's programming
- Assisted in the expansion of the WRC to the Center for Women and Gender (opened in January 2017)

High School Summer Program Instructor **July 2016**

- Developed the curriculum for a three-week film discussion course that met three times per week
- Facilitated the course for 15 students who have learning disabilities
- Collaborated with program staff to ensure that all students met expectations, requirements and behaved appropriately during the course and throughout the residential program

PROFESSIONAL DEVELOPMENT/EDUCATION

Human Services Certificate – Granite State University/Network4Health **June 2021**

ServSafe Certified until June 2024 **June 2019**

Master of Education – University of Massachusetts Amherst **May 2015**
Concentration: Higher Education Administration

Bachelor of Arts in Communication Studies – Merrimack College **May 2013**
Major: Organizational Communication **Minors:** Jewish-Christian-Muslim Relations and Business Administration

ASSOCIATION INVOLVEMENT/RECENT VOLUNTEER EXPERIENCE

Board Member, Merrimack Youth Association – Girls Softball **December 2021 – Present**

Committee Member, SNAP Coalition **September 2021 – Present**

Volunteer Tutor, United Way of Greater Nashua **October 2020 – June 2021**

Board Member, NH Association of Volunteer Administrators **March 2021– December 2021**

Member, NH Association of Volunteer Administrators **October 2019 – December 2021**

Elida Gagne

WORK EXPERIENCE

St. Joseph Community Services, Inc., Merrimack, NH
Director of Client Services- March 2021- Present

- Work in partnership with the senior management team to achieve short and long term goals including the agency's strategic plan.
- Problem solve day to day food issues and concerns as they arise, and work collaboratively to ensure service delivery to clients is not disrupted whenever possible.
- Oversee all nutrition site locations and ensure Site Coordinators are managing the operations of their nutritional sites as expected, to include supervision of staff and volunteers, meal packing and delivery
- Monitor and audit all aspects of site administration to ensure efficiency of operation and progress towards compliance with state regulation, policies and procedures.
- Coordinate the development and implementation of goals, objectives, procedures and work standards for nutrition sites, staff and volunteers.
- Provide oversight and direction to the agency's Safety Committee to ensure compliance with policies and procedures as well as state regulation

St. Joseph Community Services, Inc., Merrimack, NH
Program Director- June 2018- March 2021

- Responsible for overall management of day to day programming, operations and collaborations for the nutrition sites and program administrative staff.
- Develop and direct the implementation of goals, objectives, procedures and work standards for nutrition sites and program administrative staff.
- Attend external meetings and foster collaborative working relationships with other members of the aging network.
- Oversee the handling and resolution of day to day food issues and concerns. Make recommendations and implement changes for both immediate issues and ongoing issues.
- Actively recruit, interview & hire site personnel

St. Joseph Community Services, Inc., Merrimack, NH
Program Outreach Manager- March 2016- June 2018

- Oversee volunteer recruitment, training, retention, and record keeping
- Responsible for volunteer trainings and events
- Assist in the recruitment, interviewing, and hiring of site personnel
- Manage, process, and monitor Medicaid paperwork for the Choices for Independence Program (CFI)
- Coordinate and facilitate Project Council events
- Assist with recording and distribution of daily, weekly, monthly and quarterly paperwork

- Assist with updating and maintaining Site Reference Manual, and other related procedures
- Actively participate as a member of SCJS Join Loss Management Committee

St. Joseph Community Services, Inc., Merrimack, NH
Assistant Program Manager- August 2014- March 2016

- Responsible for assisting the Program Department in the day-to-day operations of the nutrition sites
- Help to monitor and audit all aspects of site administration including, intake completion and submission, food safety, food quality, etc.
- Assist in the handling of daily, weekly, monthly, and quarterly paperwork for the Program Department
- Collaborate as a team player to manage varying tasks depending on need

Big Brothers Big Sisters of Greater Manchester
Events Intern- May 2014-August 2014

- Assist with the planning and implementation of major fundraising events: Mini Golf Tournament
- Contact potential sponsors/donors- phone, email, in person meetings/Track sponsors and donors
- Assist in the creation of press releases for events, email blitz, other advertisement

Electric Insurance Company, Beverly, MA
Personal Lines Underwriter/ April 2013 – May 2014

- Diligently analyze and make decisions on underwriting referrals from New Business and Customer Service – phone, email and service desk support tickets
- Accountable for consistently monitoring the profitability of several states
- Review and take necessary action on claims risk alerts
- Generate non-renewal and conditional renewal notices in conjunction with state statutes

Electric Insurance Company, Beverly, MA
Agency Services Specialist/ September 2010 - April 2013/ New Policy Sales Consultant/ June 2009 - September 2010

- Support agents over the phone- product awareness, new business, customer services, underwriting
- **Marketing Representative**- the "go-to" person for the agency partners located in the state of Connecticut. Involved travel and relationship building/managing
- Co-Managed the Bookroll Process- quoting and converting business from other insurance carriers

EDUCATION
Institute For Nonprofit Management And Leadership, Core Certificate Program, May 2016
Providence College, 2009/ Bachelor of Science – Marketing

TIMOTHY P. WIEGAND

EMPLOYMENT EXPERIENCE:

Meals on Wheels of Hillsborough County **September 2004 – Present**
(St. Joseph Community Services, Inc)

Manchester, New Hampshire **March 2023 - Present**
Controller

- Maintain a documented system of accounting policies and procedures.
- Manage outsourced functions to include but not limited to banking, insurance, workers compensation, credit card companies and employee benefits.
- Oversee the operations and staff of the accounting department, including the design of an organizational structure adequate for achieving the department's goals and objectives.
- Oversee the accounting operations of sites in collaboration with the Program Manager, especially control systems, transaction-processing operations, and policies and procedures.
- Prepare agency and program budgets as required in conjunction with appropriate staff.
- Prepare budgets and financial statements for funding requests. Assist in presentation to funding sources.
- Manage agency maintenance, equipment inventory and record storage.
- Apply business knowledge and human resource expertise.
- Provide a wide range of human resource support and advice to management on daily employee relations and performance.
- Identify ways to improve policies and procedures.
- Ensure that accounts payable are paid in a timely manner.
- Ensure that all reasonable discounts are taken on accounts payable.
- Ensure that accounts receivable are collected promptly.
- Ensure payroll is processed in a timely manner.
- Ensure that periodic bank reconciliations are completed.
- Ensure that required debt payments are made on a timely basis.
- Maintain the chart of accounts.
- Maintain an orderly accounting filing system.
- Maintain a system of controls over accounting transactions.
- Issue timely and complete financial statements.
- Coordinate the preparation of the corporate annual report.
- Manage the production of the annual budget.
- Provide financial analyses as needed.
- Prepare all program statistical and financial reports as required by Grantors, Contractors, and Board of Directors for review and approval.
- Work with the Board of Directors, Finance and Audit Committees as required.
- Coordinate the provision of information to external auditors for the annual audit.

- Comply with local, state, and federal government reporting requirements and tax filings.
- Maintain knowledge of tax codes and how they impact non-profits.

Merrimack, New Hampshire **September 2004 – March 2023**
Staff Accountant/Senior Bookkeeper

- Maintain and control the Accounts Receivable for the organization
- Maintain and control the Accounts Payables for the organization
- Facilitate Payroll
- Reconcile bank and general ledger accounts
- Prepare month end close of Controller
- Maintain employee files
- Provide needed reporting to Bureau of Elderly and Adult Services (BEAS)
- Complete billing and follow up for CFI/Medicaid clients
- Reconcile meals counts for all funding sources
- Maintain record retention log for the organization
- Assist in annual audit
- Direct (Jr.) Bookkeeper
- Maintain open dialog with Senior Staff on fiscal problems, general procedures, and organizational policies

The Stabile Companies **November 2003 – June 2004**
Merrimack, New Hampshire
Assistant Accountant

- Prepared monthly Financial Statements for Stabile-owned companies
- Assisted Lead Accountant preparing various reports for CFO and President

Electronic Data Systems (EDS) **August 2002 – November 2003**
Littleton, Massachusetts
Accounts Receivable Specialist

- Worked with customer to assure accuracy of invoices for prompt payment of invoices
- Assisted customer with migration to paperless, web-based invoices

Corporate Services International **October 2000 –April 2002**
Bedford, New Hampshire
Accountant

- Paid invoices, performed account transfers
- Resolved various issues with corporate rental properties

Animal Protective League of Lorain County **May 1999 – February 2000**
Elyria, Ohio

Accountant

- Paid invoices, ran payroll, maintained general ledger and various bank accounts
- Prepared Financial Statements for the Executive Director
- Prepared state, city, federal and Bureau of Workers Compensation statements

Chiron Diagnostics Corporation **November 1992 – February 1998**
Oberlin, Ohio
Corporate Fleet Administrator

- Managed a fleet of 460 vehicles with an asset value of $8.2 million
- Fielded and aided customer requests; facilitated the acquisition and disposal of 160 vehicles annually
- Developed a system to track personal use of company vehicles to comply with IRS regulations

Senior Accounts Receivable Administrator **December 1989 – November 1992**

- Maintained and controlled the Accounts Receivable base for the company
- Served as the primary contact with both internal and external auditors and issues concerning Accounts Receivable

EDUCATION/OTHER EXPERIENCE:

Bachelor of Arts in Business Administration, Baldwin-Wallace College
Associate of Applied Science in Microelectronics, Lorain County Community College
Treasurer, Amherst Congregational Church, U.C.C. (2019 - 2023)
Treasurer, St. Peter's United Church of Christ Preschool (1997-2000)
Proficient in Word, Excel, QuickBooks and ServTracker

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: St Joseph Community Services, Inc. DBA Meals on Wheels of Hillsborough County

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jon Eriquezzo	President	$35,793.58	$119,311.92
Kristin Kostecki	Vice President	$101,424.96	$101,424.96
Jillian Toce	Director of Operations	$71,962.80	$71,962.80
Elida Gagne	Director of Client Services	$71,984.64	$71,984.64
Tim Wiegand	Controller	$46,934.16	$67,048.80
		$0.00	$0.00

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Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	$24,010,976.93	$14,196,495.71	$38,207,472.64	

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

- Home delivered meals delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury;
- Grab-n-Go meals defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle; and
- Congregate meals defined as meals serviced in a group setting at State-approved locations.

As referenced in Exhibit A. Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered &. Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$596,298.64	$596,298.64
			Subtotal	*$945,366.48*	*$596,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

Home Healthcare, Hospice and Community Services, Inc.(Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$38,251.70	$0.00	$38,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$38,251.70	$0.00	$38,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*

			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177185)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and St. Joseph Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $8,792,697.26

3. Modify Exhibit C, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 55.21% Federal funds:

         1.1.1. 27.94% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 8.29% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 12.08% Social Services Block Grant, as awarded on 6/29/21, 6/29/22, and 6/29/23, by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR; and

         1.1.4. 6.90% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6.

      1.2. 44.79% General Funds.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #1.

5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

DS JE

Contractor Initials

Date 6/7/2024

All terms and conditions of the Contract and not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/7/2024
Date

DocuSigned by:
Melissa Hardy
1373A3464DDF495...

Name: Melissa Hardy
Title: Director, DLTSS

St. Joseph Community Services, Inc.

6/7/2024
Date

DocuSigned by:
D5A8108EA7E1413...

Name: Jonathan Eriquezzo
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2024
Date

DocuSigned by:
Robyn Guarino
74873484841480...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #1

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	159,096	$8.11	$ 1,290,268.56
Title III-C Congregate Meals	Per Meal	69,122	$8.11	$ 560,579.42
Title XX Home Delivered Meals	Per Meal	75,000	$8.11	$ 608,250.00
ARPA Home Delivered Meals	Per Meal	44,004	$8.11	$ 356,872.44
ARPA Congregate Meals	Per Meal	0	$8.11	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
			Subtotal	*$ 2,815,970.42*
7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	159,096	$8.11	$ 1,290,268.56
Title IIIC1 Cong Meals	Per Meal	69,122	$8.11	$ 560,579.42
Title XX HD Meals	Per Meal	75,000	$8.11	$ 608,250.00
ARP Title IIIC2 HD Meals	Per Meal	44,004	$8.11	$ 356,872.44
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.11	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
HB2 - 7872	Per Meal	272,222	$0.57	$ 155,166.54
HB2 - 9255	Per Meal	75,000	$0.57	$ 42,750.00
			Subtotal	*$ 3,013,886.96*
7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	174,480	$8.68	$ 1,514,486.40
Title IIIC1 Cong Meals	Per Meal	38,750	$8.68	$ 336,350.00
Title XX HD Meals	Per Meal	63,768	$8.68	$ 553,506.24
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	45,384	$8.68	$ 393,933.12
HB2 - 9255	Per Meal	18,959	$8.68	$ 164,564.12
			Subtotal	*$ 2,962,839.88*
			Total	$ 8,792,697.26

Contractor Initials: JE
Date: 6/7/2024

45 GAC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 · 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,861.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.94
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	$23,562,550.70

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 63,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Strafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

	Reviewer Name	Title
1	Thom O'Connor	Administrator II
2	Jean Crouch	Supervisor VII
3	Maureen Brown	Nutrition Consultant
4	Shawn Martin	Business Administrator

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

06-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13
		Subtotal	*$ 2,237,759.86*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00
		Subtotal	$ *437,940.00*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals --Home Delivered (TIII)	2023	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86
		Subtotal	$ *1,113,746.30*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36
		Subtotal	$ *809,702.40*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17
		Subtotal	***$ 436,447.76***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #165197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38
		Subtotal	***$ 2,262,884.64***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #165093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42
		Subtotal	*$ 3,701,695.96*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51
		Subtotal	$ *875,052.78*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83
		Subtotal	***$ 988,333.26***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17
		Subtotal	*$ 795,153.06*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
		Subtotal	***$ 13,658,716.02***
			$ 13,658,716.02

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-9265 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41
		Subtotal	*$ 934,774.82*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00
		Subtotal	$ *82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72
		Subtotal	$ *630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03
		Subtotal	$ *411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36
		Subtotal	$ *296,436.72*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #165197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24
		Subtotal	$ *945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00
		Subtotal	$ *1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29
		Subtotal	$ *365,582.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83
		Subtotal	*$ 412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79
		Subtotal	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*

$ 5,706,147.34

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63
		Subtotal	$ *719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00
		Subtotal	$ *176,798.00*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00
		Subtotal	$ *506,875.00*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13
		Subtotal	$ *254,443.14*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23
		Subtotal	*$ 221,613.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29
		Subtotal	*$ 750,710.26*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$
		Subtotal	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85
		Subtotal	*$ 281,238.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52
		Subtotal	$ *317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11
		Subtotal	$ *255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Subtotal	$ *4,197,687.34*

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	$ *3,891,632.16*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ 348,730.00
		2024	$ 348,730.00
		Subtotal	*$ 697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	*$ 2,250,800.74*

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	*$ 1,475,695.60*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	*$ 954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	*$ 3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	*$ 1,521,873.94*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$---- -- 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,562,550.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,562,550.70

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,276.35
Total Contract		$ 23,562,550.70

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFA-2023-BEAS-04-BEASN-04 (BEAS Nutrition Services)

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

1. 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 St. Joseph's Community Services, Inc.		1.4 Contractor Address P.O. Box 910 395 Daniel Webster Highway Merrimack, NH 03054	
1.5 Contractor Phone Number (603) 424-9967	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $5,631,940.84
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jon Eriquezzo Date: 6/10/2022		1.12 Name and Title of Contractor Signatory Jon Eriquezzo President	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/12/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/13/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS JE

Date 6/10/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JE

Date 6/10/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials JE

Date 6/10/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials JE

Date 6/10/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended to read as follows:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

EXHIBIT A

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant on each

day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home-delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service except

as stated in Section 1.11 Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their familes;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Service

staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.12. Referring Clients to Other Services

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

1.13. Client Wait Lists

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.14. Criminal Background Check and BEAS State Registry Checks

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; clients who are blind or have low vision; and clients who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services hereunder, as well as clients declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Hillsborough	All
Title III-C Congregate Meals	Hillsborough	All
Title XX Home Delivered Meals	Hillsborough	All
ARPA Home Delivered Meals	Hillsborough	All
ARPA Congregate Meals	Hillsborough	All

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:

1.1. 61.18% Federal funds,

1.1.1. 27.49% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,

1.1.2. 9.95% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,

1.1.3. 12.96% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,

1.1.4. 10.77% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,

1.1.5. 0.00% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.

1.2. 38.82% General funds.

2. For the purposes of this Agreement the Department has identified:

2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.

2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	159,096	$8.11	$ 1,290,268.56
Title III-C Congregate Meals	Per Meal	69,122	$8.11	$ 560,579.42
Title XX Home Delivered Meals	Per Meal	75,000	$8.11	$ 608,250.00
ARPA Home Delivered Meals	Per Meal	44,004	$8.11	$ 356,872.44
ARPA Congregate Meals	Per Meal	0	$8.11	$ -
Totals		347,222		$ 2,815,970.42

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	159,096	$8.11	$ 1,290,268.56
Title III-C Congregate Meals	Per Meal	69,122	$8.11	$ 560,579.42
Title XX Home Delievered Meals	Per Meal	75,000	$8.11	$ 608,250.00
ARPA Home Delievered Meals	Per Meal	44,004	$8.11	$ 356,872.44
ARPA Congregate Meals	Per Meal	0	$8.11	$ -
Totals		347,222		$ 2,815,970.42
			Total Award	$ 5,631,940.84

Contractor Initials: JE
Date: 6/10/2022

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials JE

Date 6/10/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: St. Joseph Community Services, Inc.

DocuSigned by:
Jon Eriquezzo
0340F0CA0F1F42...

6/10/2022
Date

Name: Jon Eriquezzo
Title: President

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: St. Joseph Community services, Inc.

6/10/2022
Date

DocuSigned by:
Jon Eriquezzo
Name: Jon Eriquezzo
Title: President

DS JE
Vendor Initials
6/10/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials JE

Date 6/10/2022

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: St. Joseph Community Services, Inc.

6/10/2022
Date

DocuSigned by:
Jon Eriquezzo
Name: Jon Eriquezzo
Title: President

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds; the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: St. Joseph Community services, Inc.

6/10/2022
Date

DocuSigned by:
Jon Eriquezzo
Name: Jon Eriquezzo
Title: President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: St. Joseph Community services, Inc.

6/10/2022
Date

DocuSigned by:
Jon Eriquezzo
Name: Jon Eriquezzo
Title: President

DS
JE
Contractor Initials
6/10/2022
Date

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials JE

Date 6/10/2022

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;

II. As required by law, pursuant to the terms set forth in paragraph d. below; or

III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	St. Joseph Community services, Inc.
The State by:	Name of the Contractor
Christine Santaniello	Jon Eriquezzo
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Jon.Eriquezzo
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
6/12/2022	6/10/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: St. Joseph Community Services, Inc.

6/10/2022
Date

DocuSigned by:
Jon Ertquezzo
Name: Jon Ertquezzo
Title: President

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 108866609

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials JE

Date 6/10/2022

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP, to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction), regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Strafford Nutrition/Meals on Wheels ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,096,417.93

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #2.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1, Rate Sheet, Amendment #2.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1, Rate Sheet, Amendment #1, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/7/2025
Date

DocuSigned by:
Melissa Hardy
1233A240402DF405...
Name: Melissa Hardy
Title: Director, DLTSS

Strafford Nutrition/Meals on Wheels

3/7/2025
Date

Signed by:
Katy Cordova-Brooks
0135EC42AD1B49A...
Name: Katy Cordova-Brooks
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/8/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146D...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	37,608.00	$8.11	$ 305,000.88
Title IIIC1 Cong Meals	Per Meal	16,341.00	$8.11	$ 132,525.51
Title XX HD Meals	Per Meal	22,539.00	$8.11	$ 182,791.29
ARP Title IIIC2 HD Meals	Per Meal	10,404.00	$8.11	$ 84,376.44
ARP Title IIIC1 Cong Meals	Per Meal	6,935.00	$8.11	$ 56,242.85
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	0.00	$8.11	$ -
			Subtotal	*$ 760,936.97*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	37,608	$8.11	$ 305,000.88
Title IIIC1 Cong Meals	Per Meal	16,341	$8.11	$ 132,525.51
Title XX HD Meals	Per Meal	22,539	$8.11	$ 182,791.29
ARP Title IIIC2 HD Meals	Per Meal	10,404	$8.11	$ 84,376.44
ARP Title IIIC1 Cong Meals	Per Meal	6,935	$8.11	$ 56,242.85
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
HB2 - 7872	Per Meal	71,288	$0.57	$ 40,634.16
HB2 - 9255	Per Meal	22,539	$0.57	$ 12,847.23
			Subtotal	*$ 814,418.36*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	41,245	$8.68	$ 358,006.60
Title IIIC1 Cong Meals	Per Meal	9,161	$8.68	$ 79,517.48
Title XX HD Meals	Per Meal	21,058	$8.68	$ 182,783.44
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	17,882	$8.68	$ 155,215.76
HB2 - 9255	Per Meal	7,469	$8.68	$ 64,830.92
			Subtotal	*$ 840,354.20*

7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	62,791	$8.68	$ 545,025.88
Title IIIC1 Cong Meals	Per Meal	5,497	$8.68	$ 47,713.96
Title XX HD Meals	Per Meal	28,527	$8.68	$ 247,614.36
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
		96,815	*Subtotal*	*$ 840,354.20*

7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	62,791	$8.68	$ 545,025.88
Title IIIC1 Cong Meals	Per Meal	5,497	$8.68	$ 47,713.96
Title XX HD Meals	Per Meal	28,527	$8.68	$ 247,614.36
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 840,354.20*
			Total	$ 4,096,417.93

Initial
Contractor Initials BC
3/7/2025
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STRAFFORD NUTRITION/MEALS ON WHEELS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 29, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **468543**

Certificate Number: **0007018784**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of January A.D. 2025.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Steve Goff, Board Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Strafford Nutrition & Meals on Wheels
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 20, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Katy Cordova-Brooks, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Strafford Nutrition & Meals on Wheels to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/6/25

Signature of Elected Officer
Name: Steve Goff
Title: Board Chair

Docusign Envelope ID: 01367F1E-2898-4067-9971-7831E6DD0582

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2025

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	CONTACT NAME: Jaimie Warren	
Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	PHONE (A/C, No, Ext): (603) 569-2515	FAX (A/C, No): (603) 569-4266
	E-MAIL ADDRESS: jaimie@averyinsurance.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Strafford Nutrition & Meals on Wheels 25 Bartlett Ave Ste A Somersworth NH 03878	INSURER A: Hanover Insurance	22292
	INSURER B: Wesco Ins Company	25011
	INSURER C: Mt Vernon Fire Ins Co	26522
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZHVA504875	12/16/2024	12/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZHVA504875	12/16/2024	12/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UHVA504901	12/16/2024	12/16/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3749484	12/16/2024	12/16/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	DIRECTORS & OFFICERS LIABILITY			NDO2554643J	12/16/2024	12/16/2025	EPLI EACH OCCURRENCE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage as per terms and conditions of policy.

CERTIFICATE HOLDER

State of NH, Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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

Strafford Nutrition & Meals on Wheels
Mission Statement

To promote the well being of the elderly and disabled adults of Strafford County by providing services to foster independence in their own home and prevent or delay the need for institutional care. Through the delivery of hot nutrition meals in home or community settings, daily safety checks, nutrition education, and nutritional assessments SNMOW will promote physical and emotional health, protect their quality of life, and aide in the social & economic needs of the elderly and disabled.

STRAFFORD NUTRITION & MEALS ON WHEELS

FINANCIAL STATEMENTS

June 30, 2024

CONTENTS

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 NORTH STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Strafford Nutrition & Meals on Wheels
Somersworth, New Hampshire

Opinion

We have audited the accompanying financial statements of Strafford Nutrition & Meals on Wheels (a nonprofit organization), which comprise the statements of financial position as of June 30, 2024 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Strafford Nutrition & Meals on Wheels as of June 30, 2024 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Strafford Nutrition & Meals on Wheels and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Strafford Nutrition & Meals on Wheels' ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Strafford Nutrition & Meals on Wheels' internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Strafford Nutrition & Meals on Wheels' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
November 25, 2024

STRAFFORD NUTRITION & MEALS ON WHEELS
STATEMENT OF FINANCIAL POSITION
June 30, 2024
See Independent Auditors' Report

ASSETS	
CURRENT ASSETS	
Cash and cash equivalents	
Operating funds, without donor restriction	$ 1,014,338
Funds held for others	7,122
Total cash and cash equivalents	1,021,460
Certificates of deposit, short-term	262,704
Grants receivable	85,347
Prepaid expenses	6,311
Total Current Assets	1,375,822
FIXED ASSETS	
Equipment	27,776
Less accumulated depreciation	(11,012)
Total Fixed Assets	16,764
OTHER ASSETS	
Certificates of deposit, long-term	131,798
TOTAL ASSETS	1,524,384
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Accounts payable	30,246
Accrued expenses	14,429
Funds held for others	7,122
Total Current Liabilities	51,797
NET ASSETS	
Without donor restriction	
Operating	672,587
Board designated	800,000
	1,472,587
With donor restriction	-
Total Net Assets	1,472,587
TOTAL LIABILITIES AND NET ASSETS	$ 1,524,384

STRAFFORD NUTRITION & MEALS ON WHEELS
STATEMENT OF ACTIVITIES CHANGES IN NET ASSETS
For The Year Ended June 30, 2024
See Independent Auditors' Report

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	TOTAL
REVENUES & GAINS:			
Contributions, cash	$ 243,659	$ -	$ 243,659
Contributions, in-kind	13,542	-	13,542
Federal grants	753,363	-	753,363
Other grants	365,547	-	365,547
Covid-19 grants	140,619	-	140,619
Interest income	17,990	-	17,990
TOTAL SUPPORT AND REVENUE	1,534,720	-	1,534,720
Net assets released from donor imposed restriction	2,500	(2,500)	-
EXPENSES			
Program expenses:			
Home delivered	123,641	-	123,641
Congregate	1,054,520	-	1,054,520
Total program expenses	1,178,161	-	1,178,161
Supporting expenses:			
Administrative	122,814	-	122,814
Fundraising	10,206	-	10,206
TOTAL EXPENSES	1,311,181	-	1,311,181
Increase (Decrease) in Net Assets	226,039	(2,500)	223,539
NET ASSETS, BEGINNING OF YEAR	1,246,548	2,500	1,249,048
NET ASSETS , END OF YEAR	$ 1,472,587	$ -	$ 1,472,587

STRAFFORD NUTRITION & MEALS ON WHEELS
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2024
See Independent Auditors' Report

	Nutrition		Total			
	Congregate	Home Delivered	Program	Administrative	Fundraising	Total
Contract food and paper	$ 75,992	$ 614,841	$ 690,833	$ -	$ -	$ 690,833
Salary and wages	38,292	309,815	348,107	84,416	2,611	435,134
Payroll taxes	2,924	23,655	26,579	6,644	-	33,223
Travel	-	54,156	54,156	547	-	54,703
Office supplies	420	3,398	3,818	1,272	-	5,090
Operational supplies	764	6,183	6,947	-	-	6,947
Telephone and internet	775	6,266	7,041	2,347	-	9,388
Postage and shipping	89	722	811	-	-	811
Printing and publications	90	726	816	-	-	816
Dues and donations	-	-	-	1,350	-	1,350
Rent and utilities	2,085	16,867	18,952	5,410	-	24,362
Fundraising expense	-	-	-	-	7,595	7,595
Licenses	91	736	827	-	-	827
Professional fees	323	2,616	2,939	11,756	-	14,695
Payroll service fees	530	4,291	4,821	-	-	4,821
Insurance expense	692	5,602	6,294	6,295	-	12,589
Depreciation expense	306	2,472	2,778	2,777	-	5,555
Santa program	200	1,621	1,821	-	-	1,821
Miscellaneous	68	553	621	-	-	621
Total Expenses	$ 123,641	$ 1,054,520	$ 1,178,161	$ 122,814	$ 10,206	$ 1,311,181

STRAFFORD NUTRITION & MEALS ON WHEELS
STATEMENT OF CASH FLOWS
For The Year Ended June 30, 2024
See Independent Auditors' Report

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	$ 223,539
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	5,555
Earnings on certificates of deposit	(12,655)
(Increase) decrease in operating assets	
Grants receivable	(53,464)
Prepaid expenses	(4,073)
Increase (decrease) in operating liabilities	
Accounts payable	(25,850)
Accrued expenses	912
Funds held by others	3
Net cash provided by operating activities	133,967
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	887,493
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 1,021,460

SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION

Contributions, in-kind	$ 13,542

NOTE 1. NATURE OF ACTIVITIES & SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Strafford Nutrition & Meals on Wheels (a not-for-profit, IRC 501(c)(3) corporation) is an organization that exists to provide daily noontime meals to people over 60 years of age in a congregate setting in the communities of Strafford County, New Hampshire. The program also provides meals on wheels to elderly and disabled persons in their own homes throughout all of Strafford County. The Organization is supported primarily through government and private grants and contributions.

Significant Accounting Policies

The summary of significant accounting policies of the Organization is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net assets with donor restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

NOTE 1. NATURE OF ACTIVITIES & SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. For the year ended June 30, 2024 the Organization had no cash equivalents.

Fixed Assets

The Organization follows the policy of charging to expense annual amounts of depreciation that allocate the cost of capital assets over their estimated useful lives. The Organization employs the straight-line method over the various useful lives of the assets ranging from five to forty years. Depreciation expense was $5,555 for the year ended June 30, 2024.

Deferred Revenue

Revenue is recognized when earned, however, funds received that are not earned as of year-end are recorded as a liability under deferred revenue. Deferred revenue arises when resources are received by the Organization before it has a legal claim to them, as when grant funds are received prior to incurrence of qualifying expenses. There was no deferred revenue as of June 30, 2024.

Income Taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Public Support and Revenue

All contributions are considered to be without donor restriction unless specifically restricted by the donor.

Donations of long-lived assets

Donations of services and materials which increase long-lived assets are recorded at their fair values and recognize these revenues as increases in net assets without donor restriction.

NOTE 1. NATURE OF ACTIVITIES & SIGNIFICANT ACCOUNTING POLICIES (continued)

Grants Receivable

Grants receivable consist of amounts to be received by the Organization from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

Operating Revenue and Expenses

Operating revenue and expenses generally result from providing educational and instructional services in connection with the Organization's principle ongoing operations. The principal operating revenues include federal and state grants. Operating expenses include educational costs, administrative costs, and depreciation on capital assets. All other revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as well as the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Functional and Cost Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Certificates of Deposit

Certificates of deposit are reported on the accompanying statement of financial position. The certificates have an interest rate ranging from 2.98% to 5.07% as of June 30, 2024. Maturities range from five to seventeen months.

NOTE 1. NATURE OF ACTIVITIES & SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2024 the Organization had $548,770 uninsured cash balances.

Financial Instruments

The carrying value of cash and cash equivalents, grants receivable, prepaid expenses, accounts payable and accrued expense are stated at carrying cost at June 30, 2024, which approximates fair value due to the relatively short maturity of these instruments.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively. Contributions are recognized when cash or other assets are received.

Subsequent Events

Management has considered subsequent events through November 25, 2024, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

New Accounting Pronouncement

The Organization follows FASB ASU2016-02, Leases (Topic 842). The Organization has elected the short-term lease recognition exemption for all applicable classes of underlying assets. Leases with an initial term of 12 months or less, that do not include an option to purchase the underlying asset that we are reasonably certain to exercise, are not recorded on the statement of financial position.

NOTE 2. IN-KIND AND NON-CASH CONTRIBUTIONS

Contributed Services

The Organization receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended June 30, 2024 amounted to 6,558 hours.

The Organization received donated rental space during the year ended June 30, 2024. Footnote 6 describes the arrangements. All contributed services were considered without donor restriction and were valued at fair-market-value.

Contributed Goods

The Organization receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life. There were no contributed goods during the year end June 30, 2024.

NOTE 3. FAIR VALUE MEASUREMENTS

Fair values of assets measured on a recurring basis at June 30, 2024 are as follows:

	Fair Value	Quoted Prices In Active Markets For Identical Asset Level (1)	Significant Other Observable Inputs Level (2)
Grants Receivable	$ 85,347	$ -	$ 85,347
Certificates of Deposit	394,502	394,502	-
	$479,849	$394,502	$ 85,347

The fair value for certificates of deposit were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of grants receivable is estimated at the present value of expected future cash flows.

NOTE 4. CONTINGENT LIABILITY: ECONOMIC DEPENDENCY

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

Approximately 59% of revenues were received through the Division of Elderly and Adult Services for the year ended June 30, 2024.

NOTE 5. COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of services and other factors. The statement of financial position reflects accrued compensation earned, but unpaid as of June 30, 2024 in the amount of $5,750.

NOTE 6. OCCUPANCY AGREEMENTS AND LEASES

The Organization has an occupancy and use agreement with another nonprofit the Somersworth Housing Authority (SHA), which holds the lease on the office space. The lease continues under a verbal agreement, is coextensive with SHA's occupancy and currently calls for monthly rental payments of $921. Total rent related to this space was $10,820 during the year ended June 30, 2024. There are no required future minimum rent payments related to this lease.

Donated Leases

There are three facilities where space is donated to the Organization. They are month-to-month verbal agreements. The rent was recorded as in in-kind contribution at fair market value. Total rent expense related to these leases was $13,542 and is included in rent expense in the statement of functional expenses. There are no required future minimum rent payments related to these arrangements.

NOTE 7. FUNDS HELD BY OTHERS

The Organization maintains a checking account for the New England Regional Elderly Nutrition Program Conference Committee. The Committee is a group of volunteers that holds an annual conference to support Meals on Wheels programs in New England. The Organization does not own or have control over these assets; but acts as its fiscal agent. The balance in the account at June 30, 2024 was $7,122.

NOTE 8. NET ASSETS WITH DONOR RESTRICTIONS

As of June 30, 2024 the Organization had no donor-restricted net assets:

Funds restricted by time:	$ -
Funds restricted by purpose:	-
Total	$ -

NOTE 9. BOARD DESIGNATED NET ASSETS

The Board of Directors designated an estimate of 6 months operating expenses of the Organization's unrestricted net assets as a working capital reserve to stabilize its cash flow. This amounted to $800,000 as of June 30, 2024. These funds are to be used to mitigate program and cash flow risk associated with providing regular uninterrupted meals to the elderly and handicapped population that is served by the Organization. The Board feels this is necessary because reimbursements from the Organization's primary funding sources are often not received until well after current expenditures have been made. Due to the critical nature of the Organization's mission, which is to provide food to people at risk, the Board believes that any lapse in service is not acceptable.

NOTE 10. LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants and contributions. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations as of June 30, 2024:

Cash and cash equivalents	$ 1,021,460
Grants Receivable	85,347
Less amounts:	
Funds held for others	(7,122)
Total	$ 1,099,685

Strafford Nutrition Meals on Wheels
25 Bartlett Ave – Suite A
Somersworth, NH 03887
(603) 692-4211
Admin@SNMOW.org

Board of Directors 2024 - 2025

Name & *Start Date*:	**Address:**	**Officers:**
Steve Goff *November 2012*	Somersworth, NH 03867	*Chair*
Chris Maxwell *December 2017*	Somersworth, NH 03878	*Vice-Chair*
Lindsey Gagnon *December 2021*	Somersworth, NH 03878	
Robert Lussier *December 2022*	Concord, NH 03301	
Michele Robbins *October 2017*	Somersworth, NH 03878	
Harry Tagen *November 2019*	Rochester, NH 03868	

Katy Cordova-Brooks

[redacted]

EDUCATION

Walden University, Online - *Master of Science - Nonprofit Management and Leadership*
NOVEMBER 2019 - MAY 2021

San Diego State University, San Diego, CA — *Bachelor of Arts - Public Administration*
AUGUST 2011 - DECEMBER 2015

PROFESSIONAL EXPERIENCE

Strafford Nutrition & Meals on Wheels, Somersworth, NH – Executive Director
November 2024 - Present

- Leads the organization in a manner that aligns with the organization's mission as defined by the Board of Directors
- Work collaboratively with key personnel to facilitate, initiate, and implement policies and procedures, programs, and initiatives to further organizational goals and priorities
- Oversee operations from planning, implementing, executing, and completing program deliverables
- Maintain fiscal integrity of the organization, including preparing and monitoring the annual budget and cash flow sheets
- Develop and maintain productive relationships with partner organizations, donors, and other stakeholders to achieve organizational growth
- Effectively implement programs that are aligned with the organization's mission, continually evaluating services and adjusting as the needs of the community and organization change
- Lead the board in strategic planning efforts, ensuring the organization's practices and programs evolve with the times and with the needs of the community
- Manage a team of employees and volunteers through effective coaching and mentoring practices

Jewish Family Service Agency, Las Vegas, NV - Food Pantry Program Manager
October 2020 - June 2024

- Provide support and guidance for pantry employees, demonstrating the ability to solve problems and navigate sensitive issues with tact and strong communication skills
- Work both independently and collaboratively to facilitate, initiate, and implement policies and procedures, programs, and initiatives to further organizational goals and priorities
- Responsible for overseeing operations and planning, implementing, executing, and completing program deliverables
- Work within a yearly budget to provide Food Pantry Services which effectively serve the community
- Provide timely reports for senior management, partner agencies, and respective grantors, containing useful information to demonstrate the program's activities
- Research, identify, and apply for grant opportunities to enhance and expand scope of services
- Draft and prepare competitive letters of inquiry, grant applications, and grant reports
- Proven ability to effectively communicate and create compelling cases for support
- Develop and maintain productive relationships with partner organizations, donors, and other stakeholders to achieve organizational growth

- Work in collaboration with Department Director and other staff members to ensure successful preparation and submission of grant application/reporting projects
- Manage a team of employees and volunteers through effective coaching and mentoring practices

Lone Mountain Animal Hospital, Las Vegas, NV - Exam Room Assistant Supervisor
January 2017 - October 2020

- Coordinate staff scheduling based on employee strengths and hospital needs
- Define and communicate expectations to employees
- Recruit, coach, and mentor an effective team that works to fulfill company expectations
- Work closely with doctors and clients to effectively communicate recommended treatment plans
- Effectively communicate prescribed medications with pet owners, including information on use, potential side effects, and future lab work recommendations
- Work closely with doctors to fill and refill patient medications and inform owners of recommended lab work when necessary

FACE Foundation, San Diego, CA — *PR & Marketing Intern*
May 2013 - September 2014

- Contact and establish strong relationships with potential donors, sponsors, and volunteers
- Create relevant engagement opportunities for existing donor-base
- Research potential fundraising sources
- Secure in-kind and monetary donations for events
- Develop marketing material including, but not limited to, social media posts and press releases
- Create and maintain budgets for upcoming events

RELEVANT COURSEWORK

Organizational Management and Leadership, **Walden University**

Resource Development: Collaboration, Cooperation, and Coordination, **Walden University**

Board Governance and Volunteer Management, **Walden University**

Laurie Eastwood

Objective To continue working and doing the best I possibly can in my position.

Experience

Attendant
Splash & Dash Touchless Car Wash, Rochester, NH
October 2020 – present

- Answering customer phone calls/emails
- Ordering supplies as needed for daily operation
- Assist with cash out every other week
- Help with mechanical repairs when needed
- Oversee coupon sales
- Installed tracking system for coupons sold/returned
- Installed tracking system for car wash counts
- Helped create a policy and procedure book
- Help maintain grounds (mowing, raking, picking up debris, shoveling when needed)

Assistant Director, January 2017

- Reviewing client applications to verify eligibility and accuracy
- Registration of clients in the State database system for billing
- Maintaining client files
- Creating weekly meal order for caterer
- Maintaining weekly driver logs for delivery purposes
- Tracking meal count by type per client & town for billing and other required reporting
- Create, submit and reconciling State billing for multiple programs
- Compiling data for State, County and other miscellaneous funding reports
- Order and track janitorial and other supplies needed for daily operation
- Tracking of client donations and weekly deposits by sites
- Processing weekly payroll for employees after validating time and mileage
- Tracking payroll hours/mileage of all employees
- Reviewing of bills for accuracy before submitting for payment
- Answering phones assisting with clients

Director
Strafford Nutrition Meals on Wheels, Somersworth, NH
October 2016 - January 2017 (return to Assist. Director)
I have been with SNMOW for eight years and the Assistant Director

for the last six years during which I've:

- Managed 25 employees at satellite locations
- Been involved in program budget
- Involved in last State Contract
- Helped with planning and implementing policies and procedures to increase efficiency

Assistant Director

Strafford Nutrition Meals on Wheels, Somersworth, NH
February 2010 –September 2016 & January 2017 - present

- Taking referrals from hospitals, rehab centers, Dr's office, family and friends via phone, fax, and email
- Supervisor of three satellite meal sites and part time employees
- Maintaining program policies, records and reports
- Coordinating fundraisers, creating and maintaining program web site
- Conducting home visits to determine eligibility and or reevaluation of home delivered clients
- Placing food and supply order for each site
- Involved in State Contracts for 3 years

Assistant Manager

Strafford Nutrition Meals on Wheels, Somersworth, NH
February 2008 – January 2010

- Assisting manager with driver sheets and client information
- Maintaining site facilities for cleanliness
- Conducting home visits to determine eligibility and or reevaluation of home delivered clients
- Help drivers ready their bags for home delivered clients
- Setting up site for congregate lunch

Office Clerk

Sebastian Septic Service, Milton, NH
January 2007 – November 2007

- Answering customer phone calls and making appointments
- Sending out daily billing to customers
- Maintaining company records
- Set company up with Quickbooks and credit card options for customers

Unloader/ First Responder

UPS, Chelmsford, MA
April 1996 – November 2001

- Correctly unloading trucks to prevent injury
- Hazmat safety training to be a first responder
- Reporting to hub to let them know when to pull a truck on or off the docks
- Sorting bulk packages (71lbs to 150lbs) to correct areas in building
- Repackaging and resending out damaged packages

Electrical/Shipping/Soldering/Office Clerk
Golden Eagle Coppersmiths, Seabrook, NH
July 1991 – December 2006

- Taking customer orders/handling customer complaints
- Using large die cast machines to create parts for lanterns
- Soldering lantern parts together
- Wiring and glassing lanterns
- Packaging up products to ship out
- Billing customers/crediting accounts
- Making daily deposits
- Sorting through daily mail
- Creating/maintaining files of customers
- Paying bills

Education

High School Diploma
Coe-Brown Academy, Northwood, NH
1991

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Strafford Nutrition & Meals on Wheels

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Katy Cordova-Brooks	Executive Director	$41,184.00	$68,640.00
Laurie Eastwood	Assistant Director	$32,448.00	$54,080.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

ARC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	**$24,010,976.93**	**$14,196,495.71**	**$38,207,472.64**	

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

- Home delivered meals delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury;
- Grab-n-Go meals defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle; and
- Congregate meals defined as meals serviced in a group setting at State-approved locations.

As referenced in Exhibit A. Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$598,298.64	$598,298.64
			Subtotal	*$945,366.48*	*$598,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

Home Healthcare, Hospice and Community Services, Inc.(Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	***$176,798.00***	***$0.00***	***$176,798.00***

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	***$562,331.18***	***$0.00***	***$562,331.18***

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	***$254,443.14***	***$0.00***	***$254,443.14***

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	***$262,163.86***	***$0.00***	***$262,163.86***

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	***$750,710.26***	***$0.00***	***$750,710.26***

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	***$713,744.88***	***$0.00***	***$713,744.88***

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*

			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Strafford Nutrition/Meals on Wheels ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $2,415,709.53

3. Modify Exhibit C, Payment Terms Section 1., to read:

   .1. This Agreement is funded by:

   1.1. 54.69% Federal funds:

   1.1.1. 24.04% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

   1.1.2. 7.13% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

   1.1.3. 13.62% Social Services Block Grant, as awarded on 6/29/21, 6/29/22, and 6/29/23, by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

   1.1.4. 5.94% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6; and

   1.1.5. 3.96% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, ALN 93.045, FAIN 2101NHCMC6.

   1.2. 45.31% General Funds.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in

Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #1.

5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Rate Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/6/2024
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Strafford Nutrition/Meals on Wheels

6/6/2024
Date

DocuSigned by:
Jaymie Chagnon
Name: Jaymie Chagnon
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #1

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	37,608	$8.11	$ 305,000.88
Title III-C Congregate Meals	Per Meal	16,341	$8.11	$ 132,525.51
Title XX Home Delivered Meals	Per Meal	22,539	$8.11	$ 182,791.29
ARPA Home Delivered Meals	Per Meal	10,404	$8.11	$ 84,376.44
ARPA Congregate Meals	Per Meal	6,935	$8.11	$ 56,242.85
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
			Subtotal	*$ 760,936.97*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service.
Title IIIC2 HD Meals	Per Meal	37,608	$8.11	$ 305,000.88
Title IIIC1 Cong Meals	Per Meal	16,341	$8.11	$ 132,525.51
Title XX HD Meals	Per Meal	22,539	$8.11	$ 182,791.29
ARP Title IIIC2 HD Meals	Per Meal	10,404	$8.11	$ 84,376.44
ARP Title IIIC1 Cong Meals	Per Meal	6,935	$8.11	$ 56,242.85
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
HB2 - 7872	Per Meal	71,288	$0.57	$ 40,634.16
HB2 - 9255	Per Meal	22,539	$0.57	$ 12,847.23
			Subtotal	*$ 814,418.36*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	41,245	$8.68	$ 358,006.60
Title IIIC1 Cong Meals	Per Meal	9,161	$8.68	$ 79,517.48
Title XX HD Meals	Per Meal	21,058	$8.68	$ 182,783.44
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	17,882	$8.68	$ 155,215.76
HB2 - 9255	Per Meal	7,469	$8.68	$ 64,830.92
			Subtotal	*$ 840,354.20*
			Total	$ 2,415,709.53

Contractor Initials: DS

Date: 6/6/2024

45 GAC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,961.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.84
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	**$23,582,550.70**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 63,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Strafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

	Reviewer Name	Title
1	Thom O'Connor	Administrator II
2	Jean Crouch	Supervisor VII
3	Maureen Brown	Nutrition Consultant
4	Shawn Martin	Business Administrator

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13
		Subtotal	***$ 2,237,759.86***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00
		Subtotal	$ *437,940.00*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

Class/Account	Class Title	SFY	Contract Amount'
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86
		Subtotal	*$ 1,113,746.30*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36
		Subtotal	$ ***809,702.40***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17
		Subtotal	$ *436,447.76*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38
		Subtotal	*$ 2,262,884.64*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #165093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42
		Subtotal	***$ 3,701,695.96***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals-- Home Delivered (TIII)	2023	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51
		Subtotal	**$ *875,052.78***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177196)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83
		Subtotal	$ *988,333.26*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17
		Subtotal	$ *795,153.06*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
		Subtotal	$ *13,658,716.02*

$ 13,658,716.02

Fiscal Details
RFA-2017-BEAS-06-NUTRI

06-95-48-481010-9265 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41
		Subtotal	*$ 934,774.82*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00
		Subtotal	$ *82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72
		Subtotal	$ *630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03
		Subtotal	$ *411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36
		Subtotal	$ *296,436.72*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24
		Subtotal	*$ 945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00
		Subtotal	*$ 1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29
		Subtotal	*$ 365,582.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177196)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83
		Subtotal	$ *412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79
		Subtotal	$ *410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
		Subtotal	$ *5,706,147.34*

$ 5,706,147.34

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63
		Subtotal	***$ 719,097.48***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00
		Subtotal	***$ 176,798.00***

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00
		Subtotal	*$ 506,875.00*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13
		Subtotal	*$ 254,443.14*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23
		Subtotal	*$ 221,613.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29
		Subtotal	*$ 750,710.26*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$ -
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$ -
		Subtotal	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85
		Subtotal	*$ 281,238.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52
		Subtotal	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11
		Subtotal	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Subtotal	*$ 4,197,687.34*

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	*$ 3,891,632.16*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ 348,730.00
		2024	$ 348,730.00
		Subtotal	*$ 697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	*$ 2,250,800.74*

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	*$ 1,475,695.60*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	*$ 954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	*$ 3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	*$ 5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	*$ 1,521,873.94*

Fiscal Details

RFA-2017-8EAS-06-NUTRI

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	***$ 1,718,768.52***

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	***$ 1,460,919.18***

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	***$ 23,562,550.70***

$ 23,562,550.70

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,562,550.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,562,550.70

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,275.35
Total Contract		$ 23,562,550.70

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFA-2023-BEAS-04-BEASN-08 (BEAS Nutrition)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. 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 Strafford Nutrition Meals On Wheels		1.4 Contractor Address 25 Bartlett Avenue - Suite A Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 692-4211	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $1,521,873.94
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jaymie Chagnon Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Jaymie Chagnon Executive Director	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/7/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: DS JC
Date: 6/6/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DS

Date 6/6/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters; memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials K

Date 6/6/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS

Date 6/6/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended to read as follows:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Contractor Initials DS
Date 6/6/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant ~~on each~~

day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, except

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their familes;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Service

staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.12. Referring Clients to Other Services

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

1.13. Client Wait Lists

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.14. Criminal Background Check and BEAS State Registry Checks

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; clients who are blind or have low vision; and clients who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all

Contractor Initials [signature]
Date 6/6/2022

original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services hereunder, as well as clients declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Strafford	All
Title III-C Congregate Meals	Strafford	All
Title XX Home Delivered Meals	Strafford	All
ARPA Home Delivered Meals	Strafford	All
ARPA Congregate Meals	Strafford	All

Contractor Initials 03 [initials]
Date 6/6/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 62.88% Federal funds,
      1.1.1. 24.05% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2; CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 8.71% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 14.41% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 9.43% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 6.28% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93,045, FAIN #2101NHCMC6.
   1.2. 37.12% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	37,608	$8.11	$ 305,000.88
Title III-C Congregate Meals	Per Meal	16,341	$8.11	$ 132,525.51
Title XX Home Delivered Meals	Per Meal	22,539	$8.11	$ 182,791.29
ARPA Home Delivered Meals	Per Meal	10,404	$8.11	$ 84,376.44
ARPA Congregate Meals	Per Meal	6,935	$8.11	$ 56,242.85
Totals		93,827		$ 760,936.97

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	37,608	$8.11	$ 305,000.88
Title III-C Congregate Meals	Per Meal	16,341	$8.11	$ 132,525.51
Title XX Home Delivered Meals	Per Meal	22,539	$8.11	$ 182,791.29
ARPA Home Delivered Meals	Per Meal	10,404	$8.11	$ 84,376.44
ARPA Congregate Meals	Per Meal	6,935	$8.11	$ 56,242.85
Totals		93,827		$ 760,936.97
			Total Award	$ 1,521,873.94

Contractor Initials: DS
Date: 8/6/2022

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Strafford Nutrition & Meals on Wheels

DocuSigned by:
Jaymie Chagnon
6/6/2022 | 8E3E3F7F0F0E4E8...

Date

Name: Jaymie Chagnon

Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Strafford Nutrition & Meals on Wheels

6/6/2022
Date

DocuSigned by:
Jaymie Chagnon
Name: Jaymie Chagnon
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Strafford Nutrition & Meals on Wheels

6/6/2022
Date

DocuSigned by:
Jaymie Chagnon
Name: Jaymie Chagnon
Title: Executive Director

DS
Contractor Initials

6/6/2022
Date

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights; to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Strafford Nutrition & Meals on Wheels

6/6/2022
Date

DocuSigned by:
Jaymie Chagnon
Name: Jaymie Chagnon
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Pubfic Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Strafford Nutrition & Meals on Wheels

6/6/2022
Date

DocuSigned by:
Jaymie Chagnon
Name: Jaymie Chagnon
Title: Executive Director

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials: M

Date: 6/6/2022

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5). Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials: K

Date: 6/6/2022

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Strafford Nutrition & Meals on Wheels
The State	Name of the Contractor
Christine Santaniello	Jaymie Chagnon
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Jaymie Chagnon
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/6/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Strafford Nutrition & Meals on Wheels

6/6/2022
Date

DocuSigned by:
Jaymie Chagnon
Name: Jaymie Chagnon
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 969911150

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials JC

Date 6/6/2022

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), as amended on June 26, 2024 (Item #60), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,626,382.74

3. Modify Exhibit C, Payment Terms – Amendment #1, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Services, and in accordance with Exhibit C-1 Rate Sheet, Amendment #2.

4. Modify Exhibit C, Payment Terms – Amendment #1, Section 4 through Subsection 4.3., to read:

   4. Payment shall be made as follows:

      4.1. The Contractor shall submit monthly claims, as provided by the Department, indicating the number of units provided.

      4.2. Invoices shall specify the item description and rate as indicated in Exhibit C-1 Rate Sheet, Amendment #2.

      4.3. The Contractor shall submit monthly claims in the Department's electronic billing system, within 15 calendar days from the end of the month in which services were provided.

5. Modify Exhibit C-1, Rate Sheet, Amendment #1, by replacing it in its entirety with Exhibit C-1 Rate Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/24/2025
Date

DocuSigned by:
Melissa Hardy
1323A24040DF495...
Name: Melissa Hardy
Title: Director, DLTSS

Tri-County Community Action Program, Inc.

2/20/2025
Date

DocuSigned by:
Jeanne Robillard
4DFF7B1065AD4C3...
Name: Jeanne Robillard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/1/2025
Date

DocuSigned by:
Robyn Guarino
74873184104144...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

7/1/2022 through 06/30/2023 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	42,480.00	$8.11	$ 344,512.80
Title IIIC1 Cong Meals	Per Meal	18,453.00	$8.11	$ 149,653.83
Title XX HD Meals	Per Meal	25,453.00	$8.11	$ 206,423.83
ARP Title IIIC2 HD Meals	Per Meal	11,748.00	$8.11	$ 95,276.28
ARP Title IIIC1 Cong Meals	Per Meal	7,832.00	$8.11	$ 63,517.52
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	$8.11	$ -
ARP HCBS	Per Meal	0.00	$8.11	$ -
			Subtotal	*$ 859,384.26*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	42,480	$8.11	$ 344,512.80
Title IIIC1 Cong Meals	Per Meal	18,453	$8.11	$ 149,653.83
Title XX HD Meals	Per Meal	25,453	$8.11	$ 206,423.83
ARP Title IIIC2 HD Meals	Per Meal	11,748	$8.11	$ 95,276.28
ARP Title IIIC1 Cong Meals	Per Meal	7,832	$8.11	$ 63,517.52
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
HB2 - 7872	Per Meal	80,513	$0.57	$ 45,892.41
HB2 - 9255	Per Meal	25,453	$0.57	$ 14,508.21
			Subtotal	*$ 919,784.88*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	46,586	$8.68	$ 404,366.48
Title IIIC1 Cong Meals	Per Meal	10,344	$8.68	$ 89,785.92
Title XX HD Meals	Per Meal	23,781	$8.68	$ 206,419.08
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	20,193	$8.68	$ 175,275.24
HB2 - 9255	Per Meal	8,436	$8.68	$ 73,224.48
			Subtotal	*$ 949,071.20*

7/1/2025 through 06/30/2026 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	67,483	$8.68	$ 585,752.44
Title IIIC1 Cong Meals	Per Meal	9,640	$8.68	$ 83,675.20
Title XX HD Meals	Per Meal	32,217	$8.68	$ 279,643.56
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 949,071.20*

7/1/2026 through 06/30/2027 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	67,483	$8.68	$ 585,752.44
Title IIIC1 Cong Meals	Per Meal	9,640	$8.68	$ 83,675.20
Title XX HD Meals	Per Meal	32,217	$8.68	$ 279,643.56
HB2 - 7872	Per Meal	0	$8.68	$ -
HB2 - 9255	Per Meal	0	$8.68	$ -
			Subtotal	*$ 949,071.20*
			Total	$ 4,626,382.74

Contractor Initials JK

Date 2/20/2025

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0006652662

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Sandy Alonzo, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Tri-County Community Action Program, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 17th, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeanne Robillard, Randall Pilotte, Brenda Gagne (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, INC. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/14/25

Sandy Alonzo
Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/09/2025

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 Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Lindsey Goodrich PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Granite State Health Care and Human Services Self- INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 24-25 All/25-26 NH WC **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2571941	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2571943	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB870544	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R01892HCHS2025-01 (3a.) NH	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

NH DHHS
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

TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

MISSION **STATEMENT**

Tri-County Community Action Program provides opportunities to strengthen communities by improving the lives of low to moderate income families and individuals.

VISION **STATEMENT**

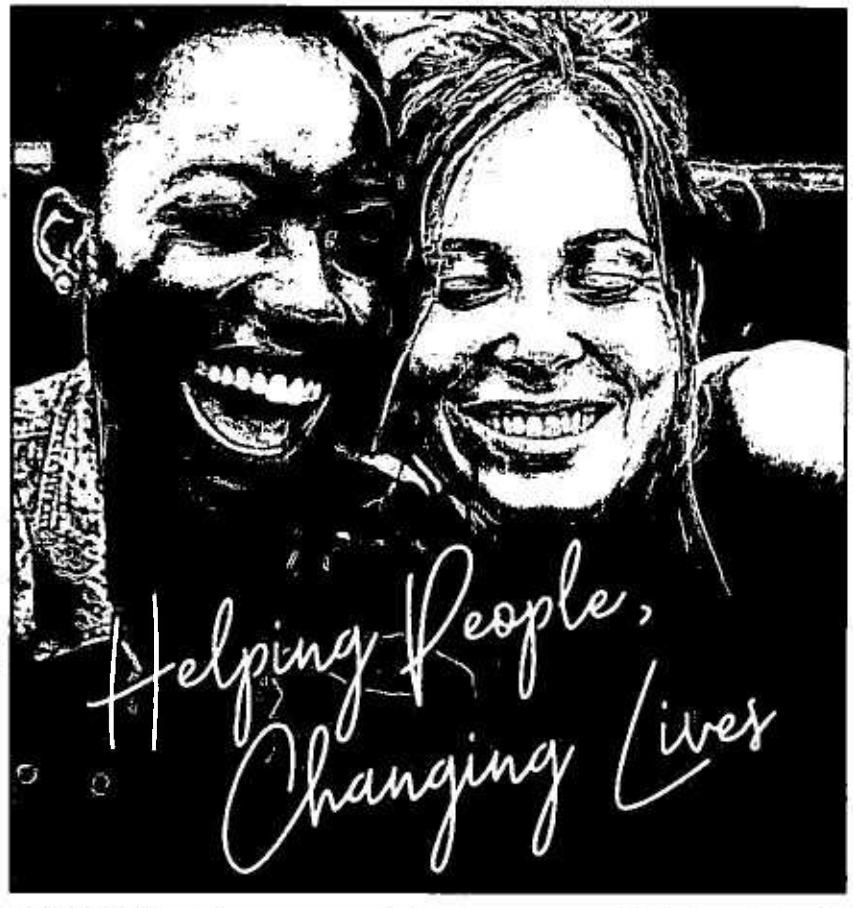
Individuals and families are empowered to create vibrant communities and foster self-sufficiency.

VALUES **STATEMENT**

Tri-County Community Action Program, values a culture of integrity.

This Includes:

1. Transparency in all our interactions and communications, stressing accountability to ourselves as an organization and to those we serve.
2. Connection to community. We value our community partners and work to build strong partnerships that unite us all in the common goal of improving the lives of others.
3. Recognition of our mutual humanity. We treat customers, co-workers and colleagues with compassion, fairness, dignity and respect.
4. We value the empowerment of those who seek our services, believing that empowerment leads to improved self-worth and enables those we serve to fully participate in their communities and share their success with others.



Helping People. Changing Lives.
community Action
PARTNERSHIP

30 Exchange St.Berlin, NH 03570
Phone: (603) 752-7001
Fax: (603) 752-7607
www.tccap.org

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND
INTERNAL CONTROL

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023

TABLE OF CONTENTS

Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Tri-County Community Action Program, Inc. and Affiliate

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2024 and 2023, the related consolidated statements of functional expenses, and cash flows for the years then ended, the related statement of activities for the year ended June 30, 2024, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Tri-County Community Action Program, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Tri-County Community Action Program, Inc. and Affiliate's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc. and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Tri-County Community Action Program, Inc. and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 13, 2024, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliates' 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 13, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone McDonnell & Roberts
Professional Association

North Conway, New Hampshire
November 13, 2024

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash and cash equivalents	$ 4,658,626	$ 4,400,730
Restricted cash, Guardianship Services Program	1,026,499	1,313,655
Accounts receivable	2,044,392	2,024,546
Pledges receivable	284,892	192,212
Inventories	102,774	123,409
Prepaid expenses	179,803	138,888
Total current assets	8,296,986	8,193,440
PROPERTY		
Property and equipment	12,831,168	12,858,931
Less accumulated depreciation	(6,994,869)	(6,522,499)
Property, net	5,836,299	6,336,432
NONCURRENT ASSETS		
Right of use asset, operating	123,817	208,857
Restricted cash	449,389	413,721
Total noncurrent assets	573,206	622,578
TOTAL ASSETS	$ 14,706,491	$ 15,152,450

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 135,315	$ 139,961
Current portion of right of use liability, operating	59,260	86,219
Accounts payable	273,732	456,444
Accrued compensated absences	227,225	249,777
Accrued salaries	89,951	90,948
Accrued expenses	106,809	95,772
Refundable advances	85,188	403,239
Other liabilities	1,135,480	1,342,462
Total current liabilities	2,112,960	2,864,822
NONCURRENT LIABILITIES		
Right of use liability, operating, less current portion	64,557	122,638
Long term debt, net of current portion	4,108,684	4,296,550
Total liabilities	6,286,201	7,284,010
NET ASSETS		
Without donor restrictions	8,074,913	7,577,645
With donor restrictions	345,377	290,795
Total net assets	8,420,290	7,868,440
TOTAL LIABILITIES AND NET ASSETS	$ 14,706,491	$ 15,152,450

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2024 Total	2023 Total
REVENUES AND OTHER SUPPORT				
Grants and contracts	$ 17,113,827	$ 263,021	$ 17,376,848	$ 39,804,923
Program funding	1,054,639	-	1,054,639	1,131,923
Utility programs	1,680,558	-	1,680,558	1,458,145
In-kind contributions	422,563	-	422,563	479,251
Contributions	354,046	-	354,046	252,119
Fundraising	32,778	-	32,778	23,626
Rental income	889,403	-	889,403	867,061
Interest income	79,025	-	79,025	26,196
Gain on disposal of property	800	-	800	6,817
Other revenue	1,708	-	1,708	2,735
Total revenues and other support	21,629,347	263,021	21,892,368	44,052,796
NET ASSETS RELEASED FROM RESTRICTIONS	208,439	(208,439)	-	-
Total revenues, other support, and net assets released from restrictions	21,837,786	54,582	21,892,368	44,052,796
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	1,295,519	-	1,295,519	1,314,337
Head Start	3,171,577	-	3,171,577	3,107,886
Guardianship	601,621	-	601,621	651,255
Transportation	1,810,631	-	1,810,631	1,404,213
Volunteer	72,341	-	72,341	72,150
Carroll County Dental	585,935	-	585,935	679,379
Homeless	1,151,632	-	1,151,632	20,422,871
Energy and Community Development	9,943,891	-	9,943,891	13,099,599
Elder	1,287,154	-	1,287,154	1,276,827
Housing Services	212,242	-	212,242	212,979
Total program services	20,132,543	-	20,132,543	42,241,496
Supporting Activities:				
General and administrative	1,204,546	-	1,204,546	1,236,580
Fundraising	3,429	-	3,429	3,315
Total supporting activities	1,207,975	-	1,207,975	1,239,895
Total functional expenses	21,340,518	-	21,340,518	43,481,391
CHANGE IN NET ASSETS	497,268	54,582	551,850	571,405
NET ASSETS, BEGINNING OF YEAR	7,577,645	290,795	7,868,440	7,297,035
NET ASSETS, END OF YEAR	$ 8,074,913	$ 345,377	$ 8,420,290	$ 7,868,440

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2024

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Carroll County Dental	Homeless	Energy and Community Development	Elder	Housing Services	Total	General and Administrative	Fundraising	Total
Direct Expenses														
Payroll	$ 353,307	$ 1,716,764	$ 388,354	$ 666,087	$ 46,912	$ 261,594	$ 362,333	$ 1,464,616	$ 562,713	$ 56,066	$ 5,898,926	$ 560,294	$ -	$ 6,459,220
Payroll taxes and benefits	64,347	451,075	90,921	129,016	11,544	58,754	97,532	399,283	106,174	-	1,408,646	134,843	-	1,543,489
Assistance to clients	-	-	-	589,597	-	-	473,609	6,684,095	-	-	7,747,501	-	-	7,747,501
Consumable supplies	7,083	195,969	7,904	8,982	378	37,999	14,267	514,916	310,482	807	1,098,787	28,194	-	1,126,981
Space costs and rentals	2,575	243,788	44,948	9,102	6,003	-	94,093	213,546	66,953	-	680,988	98,610	-	779,598
Depreciation expense	203,322	40,474	7,830	102,254	-	36,982	24,712	41,321	5,160	67,369	529,444	-	-	529,444
In-kind expended	-	216,562	-	56,776	2,160	-	-	-	147,065	-	422,563	-	-	422,563
Consultants and contractors	60,692	20,159	3,040	29,600	688	139,596	24,099	358,410	9,062	-	645,346	139,864	-	785,210
Utilities	175,497	31,490	28,022	15,425	1,776	11,783	31,649	47,311	28,112	26,848	397,893	12,544	-	410,437
Travel and meetings	13,450	129,948	9,883	47,852	79	12,238	7,142	18,517	18,630	495	258,034	27,287	-	285,321
Other direct program costs	61,007	36,716	2,053	13,556	803	703	4,012	24,538	7,044	35,106	185,538	65,624	3,429	254,591
Fiscal and administrative	32,897	100	8,829	1,424	184	8,406	3,175	33,847	1,378	2,310	92,532	86,720	-	179,252
Building and grounds maintenance	150,839	34,515	80	5,648	-	7,399	3,936	4,943	1,709	10,393	219,462	-	-	219,462
Interest expense	79,312	852	2,489	382	-	76	25	1,804	328	-	85,270	-	-	85,270
Vehicle expense	8,119	-	-	124,527	-	-	98	88,021	-	-	220,765	-	-	220,765
Insurance	65,884	10,481	797	3,613	1,596	3,540	10,144	5,965	-	3,659	105,681	37,551	-	143,432
Maintenance of equipment and rental	12,350	42,704	6,596	6,971	236	4,844	606	21,210	16,539	8,969	121,025	12,431	-	133,456
Fixed fees	4,838	-	75	39	-	2,037	-	1,348	5,805	-	13,942	584	-	14,526
Total Direct Expenses	1,295,519	3,171,577	601,821	1,810,631	72,341	585,935	1,151,632	9,943,891	1,287,154	212,242	20,132,543	1,204,548	3,429	21,340,518
Indirect Expenses														
Indirect costs	130,828	305,710	63,254	117,621	7,218	61,466	64,809	334,790	118,850	-	1,204,546	(1,204,546)	-	-
Total Direct & Indirect expenses	$ 1,426,347	$ 3,477,287	$ 664,875	$ 1,928,252	$ 79,559	$ 647,401	$ 1,216,441	$ 10,278,681	$ 1,406,004	$ 212,242	$ 21,337,089	$ -	$ 3,429	$ 21,340,518

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Carroll County Dental	Homeless	Energy and Community Development	Elder	Housing Services	Total	General and Administrative	Fundraising	Total
Direct Expenses														
Payroll	$ 323,177	$ 1,644,947	$ 424,637	$ 680,490	$ 44,947	$ 422,973	$ 757,036	$ 1,380,748	$ 584,893	$ 56,045	$ 6,299,893	$ 608,842	$ -	$ 6,908,735
Payroll taxes and benefits	99,401	449,995	109,489	133,770	11,318	97,590	199,734	382,084	116,514	-	1,599,895	149,438	-	1,749,333
Assistance to clients	775	-	-	207,577	-	-	18,962,956	10,442,285	-	-	29,613,593	-	-	29,613,593
Consumable supplies	7,038	216,956	6,879	8,279	356	55,076	33,428	431,354	321,162	1,396	1,083,724	25,899	-	1,109,623
Space costs and rentals	12,646	223,207	46,839	21,512	6,478	-	99,995	150,500	72,300	-	633,477	130,652	-	764,129
Depreciation expense	204,391	41,736	2,000	102,254	-	41,903	18,553	42,626	7,110	67,389	527,962	-	-	527,962
In-kind expended	-	219,362	-	24,948	-	-	128,764	-	106,177	-	479,251	-	-	479,251
Consultants and contractors	55,409	13,668	6,228	23,620	-	19,786	132,557	12	12,704	-	263,984	31,049	-	295,033
Utilities	228,071	29,700	23,217	18,089	1,592	11,819	30,814	45,326	25,978	30,465	445,051	5,226	-	450,277
Travel and meetings	751	89,760	8,152	38,208	392	2,635	16,195	24,004	15,328	125	195,550	20,687	-	216,237
Other direct program costs	9,862	51,628	1,278	7,988	429	1,550	7,068	34,790	6,788	36,315	157,716	84,852	3,315	245,883
Fiscal and administrative	6,024	264	15,594	294	39	8,239	5,125	24,030	1,744	3,100	64,453	124,673	-	189,126
Building and grounds maintenance	156,544	94,147	56	13,630	-	8,548	4,675	576	17,674	7,010	303,262	-	-	303,262
Interest expense	84,491	1,668	683	247	76	-	116	1,914	537	-	89,732	-	-	89,732
Vehicle expense	5,186	-	-	110,020	-	-	-	110,333	-	-	225,539	-	-	225,539
Insurance	56,280	8,422	883	3,755	1,598	1,619	8,434	8,299	-	3,155	90,225	38,916	-	129,141
Maintenance of equipment and rental	53,270	20,416	5,738	9,375	4,925	5,919	17,182	18,137	5,291	7,879	148,132	16,131	-	164,263
Fixed fees	11,021	10	-	177	-	1,722	19	4,581	2,427	100	20,057	215	-	20,272
Total Direct Expenses	1,314,337	3,107,886	651,255	1,404,213	72,150	679,379	20,422,871	13,099,599	1,276,827	212,979	42,241,496	1,236,580	3,315	43,481,391
Indirect Expenses														
Indirect costs	133,132	299,448	69,805	119,456	6,841	71,557	137,310	275,680	123,351	-	1,236,580	(1,236,580)	-	-
Total Direct & Indirect expenses	$ 1,447,469	$ 3,407,334	$ 721,060	$ 1,523,669	$ 78,991	$ 750,936	$ 20,560,181	$ 13,375,279	$ 1,400,178	$ 212,979	$ 43,478,076	$ -	$ 3,315	$ 43,481,391

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 551,850	$ 571,405
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	529,444	527,962
Gain on disposal of property	(800)	(6,817)
(Increase) decrease in assets:		
Accounts receivable	(19,846)	(217,272)
Pledges receivable	(92,680)	(23,016)
Inventories	20,635	(63,650)
Prepaid expenses	(40,915)	(77)
Increase (decrease) in liabilities:		
Accounts payable	(182,712)	193,971
Accrued compensated absences	(22,552)	21,435
Accrued salaries	(997)	9,241
Accrued expenses	11,037	(21,643)
Refundable advances	(318,051)	(42,969)
Other liabilities	(206,982)	257,056
NET CASH PROVIDED BY OPERATING ACTIVITIES	227,431	1,205,626
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	800	8,091
Purchases of property and equipment	(30,198)	(161,013)
NET CASH USED IN INVESTING ACTIVITIES	(29,398)	(152,922)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment on long-term debt	(191,625)	(139,920)
NET CASH USED IN FINANCING ACTIVITIES	(191,625)	(139,920)
NET INCREASE IN CASH AND RESTRICTED CASH	6,408	912,784
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	6,128,106	5,215,322
CASH AND RESTRICTED CASH, END OF YEAR	$ 6,134,514	$ 6,128,106
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	$ 84,383	$ 88,845

See Notes to Consolidated Financial Statements

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction, and operation of community-based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri-County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 14 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 208 volunteers, ages 55 and older, of which 50 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 15,000 hours yearly.

Carroll County Dental

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 4 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,* the Section 202 Capital Advance is considered to be a major program. A separate audit is performed as it relates to Cornerstone's compliance with its major federal program in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the audit requirements of *Title 2 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance).* An unmodified opinion was issued.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. and affiliate have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

The Organization has net assets with donor restrictions of $345,377 and $290,795 at June 30, 2024 and 2023, respectively. See **Note 12**.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. This is the basis to determine expected credit losses for receivables. The Organization believes that the composition of receivables at year-end is consistent with historical conditions. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $85,188 and $403,239 as of June 30, 2024 and 2023, respectively.

Nonprofit tax status

The Organization is a not-for-profit, Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, *Accounting for Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. Management does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2024 and 2023, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2024 and 2023.

As of June 30, 2024 and 2023, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of $284,892 and $192,212, respectively. This amount is included in contributions in the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees, and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2024 and 2023 was $16,164 and $20,143, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs.*" The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of $887 has been included with interest expense in the consolidated statements of functional expenses for both 2024 and 2023.

Revenue Recognition Policy

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

Cornerstone derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment unit is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration Cornerstone expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

New Accounting Pronouncement

At July 1, 2023, the Organization adopted FASB ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Organization adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Organization's financial statements but did change how the allowance for credit losses is determined.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2024 and 2023:

	2024	2023
Financial assets at year end:		
Cash and cash equivalents, undesignated	$ 4,658,626	$ 4,400,730
Restricted cash, Guardianship Services Program	1,026,499	1,313,655
Accounts receivable	2,044,392	2,024,546
Pledges receivable	284,892	192,212
Restricted cash	449,389	413,721
Total financial assets	8,463,798	8,344,864
Less amounts not available to be used within one year:		
Net assets with donor restrictions	345,377	290,795
Restricted cash, Guardianship Services Program	1,026,499	1,313,655
Restricted cash	449,389	413,721
Less net assets with time restrictions to be met in less than a year	(310,948)	(254,537)
Amounts not available within one year	1,510,317	1,763,634
Financial assets available to meet general expenditures over the next twelve months	$ 6,953,481	$ 6,581,230

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates $3,352,000 and $6,982,000 at June 30, 2024 and 2023, respectively.

NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to $250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	2024	2023
Cash, operations	$ 4,658,626	$ 4,400,730
Restricted cash, current	1,026,499	1,313,655
Restricted cash, long term	449,389	413,721
Total cash and restricted cash	$ 6,134,514	$ 6,128,106

Cash Restrictions

The Organization was required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7.** It was required to maintain a balance of $19,968 in the account, which was restricted from withdrawal except to make payments of debt service or as approved by the U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service were required to be replenished with monthly deposits until the maximum required deposit balance was achieved. As the note payable was paid off during the year ended June 30, 2024, there was no balance at June 30, 2024. The balance at June 30, 2023 was $20,079 and is included in restricted cash in the Consolidated Statements of Financial Position for the year ended June 30, 2023. The Organization made all of their scheduled deposits for the years ended June 30, 2024 and 2023.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is $173,817 and is equal to 12 monthly payments. The balance as of June 30, 2024 and 2023 was $174,841, and the Organization was in compliance with this requirement. These amounts are included in restricted cash in the Consolidated Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2024 and 2023 was $1,026,499 and $1,313,655, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2024 and 2023 was $1,026,499 and $1,313,655, respectively, and is included in the restricted cash, Guardianship Services Program balance on the Consolidated Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2024 and 2023 was $274,548 and $218,801, respectively. See **Note 14**.

NOTE 4. INVENTORY

In 2024 and 2023, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2024 and 2023 consists of weatherization materials, totaling $102,774 and $123,409, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2024:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 10,149,618	$ 5,137,508	$ 5,012,110
Equipment	2,262,710	1,857,361	405,349
Construction in progress	-	-	-
Land	418,840	-	418,840
	$ 12,831,168	$ 6,994,869	$ 5,836,299

Property consists of the following at June 30, 2023:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 10,119,418	$ 4,630,469	$ 5,488,949
Equipment	2,278,559	1,892,030	386,529
Construction in progress	42,114	-	42,114
Land	418,840	-	418,840
	$ 12,858,931	$ 6,522,499	$ 6,336,432

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2024 and 2023 totaled $529,444 and $527,962, respectively.

NOTE 6. ACCRUED COMPENSATED ABSENCES

For the years ending June 30, 2024 and 2023, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2024 and 2023, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of $227,225 and $249,777, respectively.

NOTE 7. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2024 and 2023 consisted of the following:

	2024	2023
Note payable with the USDA requiring 360 monthly installments of $1,664, including interest at 5% per annum. Secured by general business assets. The note was paid off during 2024.	$ -	$ 64,236
Note payable with a bank requiring 120 monthly installments of $2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.	209,941	236,057

	2024	2023
Bond payable with a bank requiring monthly installments of $14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,173,841	2,276,888
Cornerstone Housing North, Inc. capital advance due to the U.S. Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years; final payment due in August 2047.	250,000	250,000
Total long term debt before unamortized debt issuance costs	4,251,382	4,444,781
Unamortized debt issuance costs	(7,383)	(8,270)
Total long term debt	4,243,999	4,436,511
Less current portion due within one year	(135,315)	(139,961)
	$ 4,108,684	$ 4,296,550

The scheduled maturities of long-term debt as of June 30, 2024 are as follows:

Years ending June 30	Amount
2025	$ 135,315
2026	140,153
2027	143,926
2028	148,439
2029	153,097
Thereafter	3,530,452
	$ 4,251,382

As described at **Note 3**, the Organization was required to maintain a reserve account with a bank for the first note payable listed above.

NOTE 8. DEMAND NOTE PAYABLE

The Organization has available a $750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest for the years ended June 30, 2024 and 2023 at 9.50% and 9.25% per annum, respectively. There was no balance outstanding at June 30, 2024 and 2023. The line is subject to renewal each February.

NOTE 9. OPERATING LEASES

The right of use (ROU) asset represents the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk-free borrowing rates commensurate with the lease terms, which was 3.01%, at the time of implementing ASU 2016-02, *Leases (Topic 842)*. Common expenses, classified as space costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below.

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month-to-month basis. For the years ended June 30, 2024 and 2023, the annual rent expense for leased facilities and office equipment totaled $189,337 and $192,365, respectively.

The weighted average remaining lease term at June 30, 2024 is 1.64 years and the weighted average discount rate at June 30, 2024 is 3.09%.

Lease liability maturities as of June 30, 2024 are as follows:

Year Ending June 30:	Amount
2025	$ 59,685
2026	52,460
2027	11,372
2028	4,737
Total undiscounted lease liability	128,254
Less imputed interest	(4,437)
Total lease liability	$ 123,817

Subsequent to year end, the Organization entered into multiple lease agreements for office equipment, ranging from four to five years. The future minimum lease payments on these leases are as follows:

Year ending June 30:	Amount
2025	$ 12,780
2026	15,336
2027	15,336
2028	15,336
2029	15,046
Thereafter	2,498
	$ 76,332

NOTE 10. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The fair value of donated services included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2024 are as follows:

	Head Start	Senior Meals	Transportation	Total
Professional services and services for disabled	$ 68,708	$ -	$ 26,675	$ 95,383
Packing, setup and delivery of congregate and home delivered meals	-	141,565	-	141,565
	$ 68,708	$ 141,565	$ 26,675	$ 236,948

The fair value of donated services included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	Head Start	Senior Meals	Total
Professional services and services for disabled	$ 76,770	$ -	$ 76,770
Packing, setup and delivery of congregate and home delivered meals	-	102,077	102,077
	$ 76,770	$ 102,077	$ 178,847

Numerous volunteers have donated significant amounts of time to the Organization's program services. Although no amounts have been reflected in the consolidated financial statements, management estimates the fair value of those services to be approximately $400,250 and $367,930 for the years ended June 30, 2024 and 2023, respectively.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

The fair value of donated facilities included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2024 are as follows:

	Head Start	Senior Meals	Transportation	RSVP	Total
Difference between rent paid and market rate	$ 68,291	$ 5,500	$ 6,818	$ 1,600	$ 82,209

The fair value of donated facilities included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	Head Start	Senior Meals	Total
Difference between rent Paid and market rate	$ 69,097	$ 4,100	$ 73,197

The fair value of other gifts in kind included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2024 are as follows:

	Head Start	RSVP	Transportation	Total
Employee use of home	$ 79,563	$ -	$ -	$ 79,563
Donated goods	-	560	23,283	23,843
Total	$ 79,563	$ 560	$ 23,283	$ 103,406

The fair value of other gifts in kind included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	Head Start	Homeless	Transportation	Total
Employee use of home	$ 73,495	$ -	$ -	$ 73,495
Donated goods	-	-	24,948	24,948
Hotel rooms for homeless clients	-	128,764		128,764
Total	$ 73,495	$ 128,764	$ 24,948	$ 227,207

NOTE 11. CONCENTRATION OF RISK

The Organization receives a majority of its support from federal and state governments. For the years ended June 30, 2024 and 2023, approximately $16,920,800 (77%) and $39,361,300 (89%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2024 and 2023, approximately 60% and 61%, respectively, of Cornerstone's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone's assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, Cornerstone operates in a regulated environment. The operation of Cornerstone is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 12. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2024 and 2023:

	2024	2023
Temporary municipal funding	$ 284,892	$ 192,212
Restricted buildings	34,431	36,257
FAP/EAP	1,681	14,092
Head Start	1,472	3,577
Loans – HSGP	22,901	23,484
RSVP program funds	-	15,708
CC Coos	-	5,099
CC Carroll	-	180
CC Grafton	-	180
LIWAP Program	-	6
Total net assets with donor restrictions	$ 345,377	$ 290,795

NOTE 13. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

NOTE 14. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone's regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of $264,483 and $207,956 were held in a segregated account at June 30, 2024 and 2023, respectively.

During the year ended June 30, 2023, HUD approved a loan from the replacement reserve account to the operating account to cover operating expenses due to the delay in HAP vouchers being processed by HUD. During the year ended June 30, 2024, the $26,649 loan was paid back to the replacement reserve account. HUD restricted deposits generally are not available for operating purposes.

Cornerstone's use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of $6,455 and $6,454 were held in a segregated account for the years ended June 30, 2024 and 2023, respectively.

Under the regulatory agreement, Cornerstone is required to set aside amounts for the return of resident paid deposits. At June 30, 2024 and 2023 $3,610 and $4,391, respectively, were held in a segregated account and generally are not available for operating purposes.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of Cornerstone's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to $250 per unit.

NOTE 15. SUBSEQUENT EVENTS

The Organization has evaluated events through November 13, 2024, which is the date that the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
HEAD START CLUSTER				
Head Start	93.600		01CH011936-03-01	$ 1,807,043
Head Start	93.600		01CH011936-04-00	1,250,524
			CLUSTER TOTAL	3,057,567
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2301NHLIEA/2301NHLIEE	242,563
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2401NHLIEA	6,750,796
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2301NHLIEA	433,706
			TOTAL	7,427,065
Low-Income Household Water Assistance Program	93.499	State of New Hampshire Office of Energy and Planning	2401NHLWC5/6	295,798
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	SEAS2101NHOASS	9,463
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-07-TRANS-11	115,581
			TOTAL	125,044
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	279,075
ARPA - Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	134,975
			TOTAL	414,050
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	79,730
			CLUSTER TOTAL	618,824
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	SS-2019-BHS-02-COMMU-05-A02 & A03	445,383
National Family Caregiver Support, Title III, Part E	93.052	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTSS-08-SERVI-07-A02	32,370
State Health Insurance Assistance Program	93.324	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTSS-08-SERVI-07-A02	15,677
Medicare Enrollment Assistance Program	93.071	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTSS-08-SERVI-07-A02	9,525
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects	93.048	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTSS-08-SERVI-07-A02	8,950
Activities to Support STLT Health Department Response to Public Health or Healthcare Crises	93.391	State of New Hampshire Department of Health and Human Services	SS-2022-DPHS-13-REGIO-01-A01	562,440
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTSS-08-SERVI-07-A02	82,769
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	121,538
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	SS-2022-DBH-01-GUARD-02	26,839
			TOTAL	231,146
Total U.S. Department of Health and Human Services				$ 12,704,725

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	DE-EE0009916	$ 392,962
BIL - Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	DE-EE00100001	632,963
Total U.S. Department of Energy				$ 1,025,925
U.S. Corporation for National and Community Service				
Retired and Senior Volunteer Program	94.002		22SRFNH001	$ 40,269
Total U.S. Corporation for National and Community Service				$ 40,269
U.S. Department of Agriculture				
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	$ 154,628
Total U.S. Department of Agriculture				$ 154,628
U.S. Department of Transportation				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	04-96-96-964010-2916-072-5	$ 307,406
TRANSIT SERVICES PROGRAMS CLUSTER				
Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)	20.513	State of New Hampshire Department of Transportation	04-96-96-964010-2916-072-5	372,088
			CLUSTER TOTAL	372,088
Total U.S. Department of Transportation				$ 679,494
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	RFA-2023-DEHS-01-EMERG-03-A01	$ 88,139
CV-Emergency Solutions Grant Program	14.231	State of NH Governor's Office for Emergency Relief & Recovery	RFA-2023-DEHS-01-EMERG-03-A01	125,886
			TOTAL	214,025
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0020L1T001811	9,563
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2024-DBH-13-CONTI-01	188,619
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-BHHS-01-Coord-05	122,170
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2023-DEHS-07-YOUTH-02	29,373
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2023-DEHS-07-YOUTH-01	16,863
			TOTAL	366,588
Total U.S Department of Housing and Urban Development				$ 580,613

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of the Treasury				
Emergency Rental Assistance Program	21.023	NH Housing Finance Authority		159,281
Emergency Rental Assistance Program	21.023	State of New Hampshire Department of Health and Human Services	RFA-2024-DBH-03-COLDW-06	79,634
Total U.S. Department of the Treasury				$ 238,915
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 15,424,569
NON-FEDERAL				
Electrical Assistance Program		Community Action Program Belknap-Merrimack Counties, Inc.		$ 250,317

NOTE A - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Tri-County Community Action Program, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States , the financial statements of Tri-County Community Action Program, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of functional expenses, and cash flows for the years then ended, the related notes to the financial statements, and the related statement of activities for the year ended June 30, 2024 and have issued our report thereon dated November 13, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

North Conway, New Hampshire
November 13, 2024

Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
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NORTH CONWAY

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Tri-County Community Action Program, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Tri-County Community Action Program, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program, Inc.'s major federal programs for the year ended June 30, 2024. Tri-County Community Action Program, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Tri-County Community Action Program, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Tri-County Community Action Program, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Tri-County Community Action Program, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Tri-County Community Action Program, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Tri-County Community Action Program, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Tri-County Community Action Program, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Tri-County Community Action Program, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

North Conway, New Hampshire
November 13, 2024

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2024

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.*

5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.

6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.

7. The programs tested as major programs included:

   U.S. Department of Health & Human Services, Low Income Home Energy Assistance Program – ALN 93.568

   U.S. Department of the Energy, Weatherization Assistance for Low Income Persons – ALN 81.042

   U.S. Department of Health & Human Services, Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises – ALN 93.391

   NON- Federal, Public Utilities, Electrical Assistance Program

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY
COMMUNITY ACTION
Serving Coös, Carroll & Grafton Counties since 1965
Helping People. Changing Lives.

Board of Directors

FY2025

Coos County	Carroll County	Grafton County
	Melissa Mullen	
Board Chair Sandy Alonzo Business	Business	Linda Massimilla Elected Official
	Treasurer John Bolton Low Income	
Interim Secretary Brian Hoffman Business		Vice Chair Ruth Heintz Business-Attorney
Brian Bresnahan Low Income		Jared Sullivan Elected Official

Jeanne L. Robillard

CORE STRENGTHS

Program development, management and administration • Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management • Budget performance and financial reporting
Innovative solutions & problem solving • Capacity building
Professional presentations • Public speaking
Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.
Chief Executive Officer
Berlin, NH ***2018 - current FT employment***

Tri-County Community Action Programs, Inc.
Chief Operating Officer
Berlin, NH 2016 - 2018
Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.
Division Director: TCCAP Prevention Services
Berlin, NH 2015- 2016
Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.
Program/Division Director: Support Center at Burch House
Littleton, New Hampshire 2007- 2015
Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

Bookkeeper: Women's Rural Entrepreneurial Network (WREN)
Bethlehem, NH current PT employment
Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

Tri-County Community Action Programs, Inc.
Direct Services/Volunteer Coordinator: Support Center at Burch House
Littleton, New Hampshire 1997 to 2007
Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program
Woodsville, New Hampshire 1999-2001
Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter
Jefferson, New Hampshire 1996-1999
Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

Education

BS in Human Services, Springfield College School of Human Services, Boston, MA
Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)
Southern Connecticut Community College, New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected *2006-2010*
- Chairman, Arts Alliance of Northern New Hampshire *2000-2003, Treasurer 1996-1998*
- Chairman, Haverhill Area Family Violence Council *1998-2003*
- Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- Board Member, Women's Rural Entreprencurial Network *2014; Individual Member 2008-2017*
- Bethlehem Planning Board *2010 - 2015*
- Bethlehem Conservation Commission *2006 - current*
- Granite United Way, North Country Cabinet Member *2011-2012*
- TCCAP: Commendation- Division Director Award, *2011*
- Bethlehem Citizen's Advisory Committee on Recycling *2007-2010*
- Licensed Foster Parent, State of NH *2000-2006*
- Small Business Owner : Aurora Energies *2015- current*
- Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist *1997- current*
- Member, United States Figure Skating Association/International Skating Institute *current since 1993*

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH 06/2013-Present

CFO (2017 – Present)
Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of $18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAPs divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014)
RANDALL PILOTTE RESUME:

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of $200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH 05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

Brenda Gagne
Chief Program Officer
Tri County Community Action Program Inc.

Professional Summary:
Successful oversight of the day to day aspects and operations of Tri County CAP's Transit, Guardianship and Energy Assistance Programs.

Experience:

Tri County Community Action Program, Inc.
6/30/2020 - Present
Department Head, Economic Supports
6/5/2022 Chief Programs Officer

Tri County CAP, Inc.
Tri County Transit
31 Pleasant St.
Berlin NH 03570
5/2017 – 6/30/2020
Director of Transportation

Responsibilities include;
Overseeing the operations and administrative functions of a social service transportation program serving Coos, Northern Grafton and Carroll Counties.

Tri-County CAP, Inc.
Tri County Transit
31 Pleasant St.
Berlin NH 03570
7/2004-5/2017
Operations Manager

Responsibilities include;
*Running the daily operations of a public transit and para transit service.
*Facility Management.
*Gathering statistics
*Quarterly reporting to NHDOT and BEAS.
*Preparing quarterly invoices to BEAS and NHDOT
*Weekly employee scheduling, staff management.
*Creating procedure manuals
*Grant writing
*Budget preparation
*Writing Warrant Articles
*Drug & Alcohol Testing
*Emergency Preparedness

Mountain Village Construction
P.O. Box 96
Milan, N.H. 03588
5/1995 - 1/2004
Accounts Manager/Office Manager

Responsibilities included;
*Customer service.
*Accounting using Quick Books Pro.

*Preparing payroll and Tax Payments.
*Preparing Customer Statements and Invoices.
*Accounts Receivable and Accounts Payable.
*Creating and running Profit and Loss Reports.
*Data Entry.
*Phone communications and general secretarial duties.

Milan Parks and Recreation Dept.
P.O. Box 300
Milan, N.H. 03588
6/1997 - 3/2002
Parks and Recreation Director

Responsibilities included;
*Directed and implemented sports and recreational programs for youth and adults for the Towns of Milan, West Milan, and Dummer.
*Development of new programs and year round activities.
*Producing yearly budgets.
*Equipment and materials purchasing.
*Organizing and supervising a large Volunteer staff.
*Working with the public to create new programs.
*Coordinating with the Milan Village School on athletic and after school programs.
*Applying for Federal and State Grants.

Education:

- Graduate Gorham High School
  Gorham NH
- Granite State College
  Emergency Management
- Southern New Hampshire University
  Bachelor of Business Administration

NHDOT Courses
Fundamentals of Successful Project Management, MTAP/RTAP Financial Management Course
Basics of Facilities Management Seminar (Facility Maintenance Plan), Transit Security Workshop
FTA Drug & Alcohol Workshop, Emergency Planning and Disaster Management, NH Conference on Statewide Emergency Preparedness, Procurement for Small and Medium Transit Systems.

Certified Training and Safety Reviewer
Community Transportation Association of America
June 2009

Certified Safety and Security Officer
Community Transportation Association of America
10/2010

Tri State Transit Conference
9/2007, 10/2008, 10/2010, 9/2011, 9/2013, 9/2014, 9/2016, 9/2017

Grant Writing Workshop
New Hampshire Community Technical College
Berlin NH 10/2005

BETTY GILCRIS

[redacted]

Summary

Detail-oriented and talented Director with excellent administrative, marketing, customer service and facility oversight skills. Proactive leader with strengths in communication and collaboration. Hardworking and reliable, highly organized, proactive and punctual with team-oriented mentality. More than 33 years as a Head Start employee. Highly effective and comfortable working with people at all levels in an organization. Committed to identifying and leveraging opportunities for growth and capable in successful conflict resolution. Expert in regulations, compliance and safety procedures. Volunteer, classroom substitute, and 1 on 1 child aide for 2 years, Preschool teacher for 12 years, management for 14 years and Director for 5 years.

Skills

- Verbal and written communication
- Staff development
- Provide Supervisory training
- Positive behavior modeling
- Budgeting proficiency
- Learning management systems
- Family advocate
- Grant writing
- Presentation in small and large groups
- Conflict resolution
- Program management
- Analytical thinking

Experience

Health & Nutrition Department Head 07/2020 - Current

Tri County Community Action Program, Inc. | Berlin, NH

- Work closely with program team members to deliver TCCAP mission and vision through program requirements, developing solutions and meeting deadlines.
- Maintained updated knowledge through ongoing supervision and oversight of 4 programs within TCCAP. Head Start, Senior Meals, ServiceLink and Tamworth Dental Center.
- Collaborate with others to discuss new program and agency opportunities.

Aide to Cook to Teacher to Manager to Director 01/1989 - 06/2020

Tri County Community Action Program, Inc., Head Start | Berlin, NH

- Developed and maintained positive relationships with employees.
- Established performance goals for the program and provided feedback on methods for reaching those milestones.
- Direct staff of 57 personnel and managed budget totaling over $2,000,000 annually.
- Process monthly reports for program performance which includes federal and state required reporting.
- Cooperate and communicate effectively with staff, Head Start families, community partners and stakeholders to ensure client satisfaction and compliance with set standards.
- Achieved high staff morale and retention through effective communication, prompt problem resolution, proactive supervisory practices and facilitating a proactive work environment.
- Ensure our program provides a comprehensive early childhood education to children and supports parents as their child's primary educator.

Education and Training

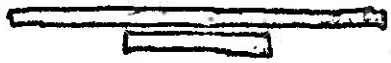
Bachelor of Science: Early Childhood Administration 2006

Granite State College | Littleton, NH

Activities and Honors

- Member of the Coos County Coalition for Young Children
- Member of the New England Head Start Association Board
- Member of the Governor Appointed Spark NH Leadership Team which recently transitioned the Council for Thriving Children. I am a member of the B-8 (birth - 8) workgroup for the council.
- Recognized regionally for over 30 years of Service with Head Start
- Eucharistic and Hospitality Minister at St. Marguerite D'youville Parish

Angela Johnson



Professional Summary

A leader and innovator in program development and growth related to the aging population with a strong background in statistical management and financial practices. Effectively manages teams and projects which inspires desirable outcomes.

Highlights

- Detailed, conscientious, diligent
- Creative problem solver
- Skilled in resource management (employees, volunteers, clients, tangibles)
- Leader in collaborative settings
- Adaptability to changing environments

Experience

Tri-County CAP, Inc., North Country Elder Programs, Berlin NH — Jan. 89 - Present

Varying job capacities throughout tenure:

- Supervise staff and volunteers
- Program planning and strategic development
- Fiscal management
- Statistics and government reports
- Grant writing and fund maintenance
- Business and client relations
- Interviewing/hiring
- Software maintenance/program design

Calamari & Calamari, Attorneys-at-Law, Lancaster NH — July – Dec 1988

Real estate law firm. Accounts receivable, title search

Education

A.A.S. in Accounting, NH Community Technical College, Berlin NH
Graduation Date: December 2004. GPA: 4.0

Groveton High School, Groveton NH. Course of Study: College Prep/Business.
Graduation Date: June 1988.

References provided upon request.

BEAS Nutrition Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Tri-County Community Action Program, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jeanne Robillard	Chief Executive Officer	$0.00	$132,000.00
Randall Pilotte	Chief Financial Officer	$0.00	$96,239.78
Brenda Gagne	Chief Program Officer	$0.00	$84,159.92
Betty Gilcris	Department Head	$16,874.00	$69,997.98
Angela Johnson	Program Director	$53,123.20	$53,123.20

ARC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 5, 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 **Retroactive** amendments to existing contracts with the Contractors listed below to continue the provision of nutrition services to qualifying New Hampshire residents, by exercising contract renewal options by increasing the total price limitation by $14,196,495.71 from $24,010,976.93 to $38,207,472.64 and by extending the completion dates from June 30, 2024 to June 30, 2025, effective retroactive to July 1, 2023 upon Governor and Council approval. 41.13% Federal Funds. 58.87% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties, Inc. (Concord, NH)	177203	Belknap and Merrimack Counties	$3,976,162.69	$2,374,971.10	$6,351,133.79	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Gibson Center for Senior Services, Inc. (North Conway, NH)	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$699,073.89	$424,852.79	$1,123,926.68	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Grafton County Senior Citizens Council, Inc. (Concord, NH)	177675	Grafton County and Plainfield	$2,347,707.13	$1,422,541.78	$3,770,248.91	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Newport Senior Center, Inc. (Newport, NH)	177250	Sullivan County	$1,530,859.82	$919,827.06	$2,450,686.88	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A

						4/12/23 Item #31A
Ossipee Concerned Citizens, Inc. (Center Ossipee, NH)	170158	Carroll County	$1,018,291.60	$650,970.72	$1,669,262.32	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
Rockingham Nutrition and Meals on Wheels Program, Inc. (Brentwood, NH)	155197	Rockingham County	$4,082,582.11	$2,461,231.25	$6,543,813.36	O: 6/29/22 Item #45 A1: 4/12/23 Item #31A
St. Joseph Community Services, Inc. (Merrimack, NH)	155093	Hillsborough County	$5,631,940.84	$3,160,756.42	$8,792,697.26	O: 6/29/22 Item #45
Strafford Nutrition/Meals on Wheels (Somersworth, NH)	260818	Strafford County	$1,521,873.94	$893,835.59	$2,415,709.53	O: 6/29/22 Item #45
Tri-County Community Action Program, Inc. (Berlin, NH)	177195	Coos County	$1,718,768.52	$1,009,471.82	$2,728,240.34	O: 6/29/22 Item #45
Home Healthcare, Hospice and Community Services, Inc. (Keene, NH)	177274	Cheshire County	$1,483,716.39	$878,037.18	$2,361,753.57	O: 6/29/22 Item #45 A1: 5/3/23 Item #26
		Total:	**$24,010,976.93**	**$14,196,495.71**	**$38,207,472.64**	

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the July 1, 2023, effective date of the Title XX nutrition services rate increase included in Chapter 79, Section 236, Laws of 2023 (i.e. House Bill 2). This amendment adds funding for SFY 2024 and SFY 2025 that allows the Department to maintain nutrition service rate levels that were increased with American Rescue Plan Act (ARPA)

funds. The delay in development of this amendment was to allow for thoughtful consideration of the available appropriations to ensure sustainability of the blended funding sources for future budget years. Additionally, this increased nutrition service rate level maintains rate parity with other nutrition services funded by the Department which received rate increases in SFY 2024.

The purpose of this request is for the Contractors to continue addressing the growing need for home delivered and congregate meals and the increased cost to provide nutritional services to qualifying New Hampshire residents. Contractors are faced with the increasing price of providing nutrition services due to rising food and associated costs. The Department is providing additional funding to increase the rate per meal and to ensure meal units are fulfilled and delivered. The meal units in SFY 2025 will be increasing by 40,346 as compared to SFY 24.

Approximately 63,000 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide meals using the following three methods:

- Home delivered meals delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury;
- Grab-n-Go meals defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle; and
- Congregate meals defined as meals serviced in a group setting at State-approved locations.

As referenced in Exhibit A. Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, qualifying older adults and adults with disabilities or chronic illness may not have access to nutritious meals that may impact their ability to live independently in the community.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN # 2301NHOAHD and 2301NHOACM; ALN #93.667, FAIN #2101NHSOSR.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

Fiscal Details

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$780,019.80	$0.00	$780,019.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$338,860.13	$0.00	$338,860.13
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,118,869.36	$1,118,869.36
			Subtotal	*$2,237,759.86*	*$1,118,869.36*	*$3,356,629.22*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2023	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$160,578.00	$0.00	$160,578.00
2024	541-500383	Meals - Congregate (TIII)	48130600	$58,392.00	$0.00	$58,392.00
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,961.68	$218,961.68
			Subtotal	*$437,940.00*	*$218,961.68*	*$656,901.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2023	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$394,462.29	$0.00	$394,462.29
2024	541-500383	Meals - Congregate (TIII)	48130600	$162,410.86	$0.00	$162,410.86
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$556,856.72	$556,856.72
			Subtotal	*$1,113,746.30*	*$556,856.72*	*$1,670,603.02*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2023	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$280,962.84	$0.00	$280,962.84
2024	541-500383	Meals - Congregate (TIII)	48130600	$123,888.36	$0.00	$123,888.36
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$404,843.88	$404,843.88
			Subtotal	*$809,702.40*	*$404,843.88*	*$1,214,546.28*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2023	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$139,175.71	$0.00	$139,175.71
2024	541-500383	Meals - Congregate (TIII)	48130600	$79,048.17	$0.00	$79,048.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$218,215.20	$218,215.20
			Subtotal	*$436,447.76*	*$218,215.20*	*$654,662.96*

Fiscal Details

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2023	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$788,729.94	$0.00	$788,729.94
2024	541-500383	Meals - Congregate (TIII)	48130600	$342,712.38	$0.00	$342,712.38
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$1,131,429.32	$1,131,429.32
			Subtotal	*$2,262,884.64*	*$1,131,429.32*	*$3,394,313.96*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2023	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$1,290,268.56	$0.00	$1,290,268.56
2024	541-500383	Meals - Congregate (TIII)	48130600	$560,579.42	$0.00	$560,579.42
2025	541-500383	Meals - Home Delivered &. Congregate (TIII)	48130601 and 48130600	$0.00	$1,850,836.40	$1,850,836.40
			Subtotal	*$3,701,695.96*	*$1,850,836.40*	*$5,552,532.36*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2023	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$305,000.88	$0.00	$305,000.88
2024	541-500383	Meals - Congregate (TIII)	48130600	$132,525.51	$0.00	$132,525.51
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$437,524.08	$437,524.08
			Subtotal	*$875,052.78*	*$437,524.08*	*$1,312,576.86*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2023	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$344,512.80	$0.00	$344,512.80
2024	541-500383	Meals - Congregate (TIII)	48130600	$149,653.83	$0.00	$149,653.83
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$494,152.40	$494,152.40
			Subtotal	*$988,333.26*	*$494,152.40*	*$1,482,485.66*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2023	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2024	544-500386	Meals - Home Delivered (TIII)	48130601	$277,167.36	$0.00	$277,167.36
2024	541-500383	Meals - Congregate (TIII)	48130600	$120,409.17	$0.00	$120,409.17
2025	541-500383	Meals - Home Delivered & Congregate (TIII)	48130601 and 48130600	$0.00	$397,561.36	$397,561.36
			Subtotal	*$795,153.06*	*$397,561.36*	*$1,192,714.42*

			Subtotal 7872	*$13,658,716.02*	*$6,829,250.40*	*$20,487,966.42*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2024	544-500386	Meals Home Delivered (TXX)	48130204	$467,387.41	$0.00	$467,387.41
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$551,909.12	$551,909.12
			Subtotal	*$934,774.82*	*$551,909.12*	*$1,486,683.94*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$41,361.00	$0.00	$41,361.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$42,974.68	$42,974.68
			Subtotal	*$82,722.00*	*$42,974.68*	*$125,696.68*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2024	544-500386	Meals Home Delivered (TXX)	48130204	$315,089.72	$0.00	$315,089.72
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$315,084.00	$315,084.00
			Subtotal	*$630,179.44*	*$315,084.00*	*$945,263.44*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,775.03	$0.00	$205,775.03
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$260,938.16	$260,938.16
			Subtotal	*$411,550.06*	*$260,938.16*	*$672,488.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2024	544-500386	Meals Home Delivered (TXX)	48130204	$148,218.36	$0.00	$148,218.36
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$171,456.04	$171,456.04
			Subtotal	*$296,436.72*	*$171,456.04*	*$467,892.76*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2024	544-500386	Meals Home Delivered (TXX)	48130204	$472,683.24	$0.00	$472,683.24
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$598,298.64	$598,298.64
			Subtotal	*$945,366.48*	*$598,298.64*	*$1,541,665.12*

Fiscal Details

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2024	544-500386	Meals Home Delivered (TXX)	48130204	$608,250.00	$0.00	$608,250.00
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$553,506.24	$553,506.24
			Subtotal	*$1,216,500.00*	*$553,506.24*	*$1,770,006.24*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2024	544-500386	Meals Home Delivered (TXX)	48130204	$182,791.29	$0.00	$182,791.29
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$182,783.44	$182,783.44
			Subtotal	*$365,582.58*	*$182,783.44*	*$548,366.02*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2024	544-500386	Meals Home Delivered (TXX)	48130204	$206,423.83	$0.00	$206,423.83
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$206,419.08	$206,419.08
			Subtotal	*$412,847.66*	*$206,419.08*	*$619,266.74*

Home Healthcare, Hospice and Community Services, Inc.(Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2024	544-500386	Meals Home Delivered (TXX)	48130204	$205,093.79	$0.00	$205,093.79
2025	544-500386	Meals Home Delivered (TXX)	48130204	$0.00	$227,884.72	$227,884.72
			Subtotal	*$410,187.58*	*$227,884.72*	*$638,072.30*

			Subtotal 9255	*$5,706,147.34*	*$3,109,254.12*	*$8,815,401.46*

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2023	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$215,734.11	$0.00	$215,734.11
2024	541-500383	Meals - Congregate (ARP)	48130620	$143,814.63	$0.00	$143,814.63
			Subtotal	*$719,097.48*	*$0.00*	*$719,097.48*

Fiscal Details

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2023	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$43,794.00	$0.00	$43,794.00
2024	541-500383	Meals - Congregate (ARP)	48130620	$44,605.00	$0.00	$44,605.00
			Subtotal	*$176,798.00*	*$0.00*	*$176,798.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2023	541-500383	Meals - Congregate (ARP)	48130620	$161,129.48	$0.00	$161,129.48
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$103,402.50	$0.00	$103,402.50
2024	541-500383	Meals - Congregate (ARP)	48130620	$194,396.70	$0.00	$194,396.70
			Subtotal	*$562,331.18*	*$0.00*	*$562,331.18*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$74,644.44	$0.00	$74,644.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$52,577.13	$0.00	$52,577.13
			Subtotal	*$254,443.14*	*$0.00*	*$254,443.14*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2023	541-500383	Meals - Congregate (ARP)	48130620	$82,665.23	$0.00	$82,665.23
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$36,251.70	$0.00	$36,251.70
2024	541-500383	Meals - Congregate (ARP)	48130620	$106,995.23	$0.00	$106,995.23
			Subtotal	*$262,163.86*	*$0.00*	*$262,163.86*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2023	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$229,869.84	$0.00	$229,869.84
2024	541-500383	Meals - Congregate (ARP)	48130620	$145,485.29	$0.00	$145,485.29
			Subtotal	*$750,710.26*	*$0.00*	*$750,710.26*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$0.00	$0.00	$0.00
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$356,872.44	$0.00	$356,872.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$ -	$0.00	$0.00
			Subtotal	*$713,744.88*	*$0.00*	*$713,744.88*

Fiscal Details

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2023	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$84,376.44	$0.00	$84,376.44
2024	541-500383	Meals - Congregate (ARP)	48130620	$56,242.85	$0.00	$56,242.85
			Subtotal	*$281,238.58*	*$0.00*	*$281,238.58*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2023	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$95,276.28	$0.00	$95,276.28
2024	541-500383	Meals - Congregate (ARP)	48130620	$63,517.52	$0.00	$63,517.52
			Subtotal	*$317,587.60*	*$0.00*	*$317,587.60*

VNA at HCS (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2023	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
2024	544-500386	Meals - Home Delivered (ARP)	48130621	$76,688.16	$0.00	$76,688.16
2024	541-500383	Meals - Congregate (ARP)	48130620	$51,101.11	$0.00	$51,101.11
			Subtotal	*$255,578.54*	*$0.00*	*$255,578.54*

			Subtotal 2638	*$4,293,693.52*	*$0.00*	*$4,293,693.52*

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP-ARP

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$16,909.35	$0.00	$16,909.35
2024	102-500731	Contracts for Program Svs	93009021	$67,621.18	$0.00	$67,621.18
			Subtotal	*$84,530.53*	*$0.00*	*$84,530.53*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$324.40	$0.00	$324.40
2024	102-500731	Contracts for Program Svs	93009021	$1,289.49	$0.00	$1,289.49
			Subtotal	*$1,613.89*	*$0.00*	*$1,613.89*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$8,288.42	$0.00	$8,288.42
2024	102-500731	Contracts for Program Svs	93009021	$33,161.79	$0.00	$33,161.79
			Subtotal	*$41,450.21*	*$0.00*	*$41,450.21*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$11,029.60	$0.00	$11,029.60
2024	102-500731	Contracts for Program Svs	93009021	$44,134.62	$0.00	$44,134.62
			Subtotal	*$55,164.22*	*$0.00*	*$55,164.22*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,647.03	$0.00	$4,647.03
2024	102-500731	Contracts for Program Svs	93009021	$18,596.23	$0.00	$18,596.23
			Subtotal	*$23,243.26*	*$0.00*	*$23,243.26*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$24,727.39	$0.00	$24,727.39
2024	102-500731	Contracts for Program Svs	93009021	$98,893.34	$0.00	$98,893.34
			Subtotal	*$123,620.73*	*$0.00*	*$123,620.73*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2023	102-500731	Contracts for Program Svs	93009021	$4,557.82	$0.00	$4,557.82
2024	102-500731	Contracts for Program Svs	93009021	$18,239.39	$0.00	$18,239.39
			Subtotal	*$22,797.21*	*$0.00*	*$22,797.21*

			Subtotal 2606	*$352,420.05*	*$0.00*	*$352,420.05*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$108,661.95	$108,661.95
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$396,884.32	$396,884.32
			Subtotal	*$0.00*	*$505,546.27*	*$505,546.27*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$21,693.63	$21,693.63
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$97,563.20	$97,563.20
			Subtotal	*$0.00*	*$119,256.83*	*$119,256.83*

Fiscal Details

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$62,400.18	$62,400.18
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$328,728.96	$328,728.96
			Subtotal	*$0.00*	*$391,129.14*	*$391,129.14*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,497.93	$40,497.93
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$140,425.04	$140,425.04
			Subtotal	*$0.00*	*$180,922.97*	*$180,922.97*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$26,712.48	$26,712.48
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$158,114.88	$158,114.88
			Subtotal	*$0.00*	*$184,827.36*	*$184,827.36*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$112,853.73	$112,853.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$414,339.80	$414,339.80
			Subtotal	*$0.00*	*$527,193.53*	*$527,193.53*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$155,166.54	$155,166.54
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$393,933.12	$393,933.12
			Subtotal	*$0.00*	*$549,099.66*	*$549,099.66*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$40,634.16	$40,634.16
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$155,215.76	$155,215.76
			Subtotal	*$0.00*	*$195,849.92*	*$195,849.92*

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$45,892.41	$45,892.41
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$175,275.24	$175,275.24
			Subtotal	*$0.00*	*$221,167.65*	*$221,167.65*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$38,206.53	$38,206.53
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$141,050.00	$141,050.00
			Subtotal	*$0.00*	*$179,256.53*	*$179,256.53*

			Subtotal 7872	*$0.00*	*$3,054,249.86*	*$3,054,249.86*

Fiscal Details

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, SOCIAL SERVICES BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$32,849.67	$32,849.67
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$165,796.68	$165,796.68
			Subtotal	*$0.00*	*$198,646.35*	*$198,646.35*

Gibson Center for Senior Services (Vendor #155344)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$2,907.00	$2,907.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$40,752.60	$40,752.60
			Subtotal	*$0.00*	*$43,659.60*	*$43,659.60*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$22,145.64	$22,145.64
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$137,326.28	$137,326.28
			Subtotal	*$0.00*	*$159,471.92*	*$159,471.92*

Newport Senior Center (Vendor #177250)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,462.61	$14,462.61
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,659.44	$58,659.44
			Subtotal	*$0.00*	*$73,122.05*	*$73,122.05*

Ossipee Concerned Citizens (Vendor #170158)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$10,417.32	$10,417.32
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$66,054.80	$66,054.80
			Subtotal	*$0.00*	*$76,472.12*	*$76,472.12*

Rockingham Nutrition MOW (Vendor #155197)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$33,221.88	$33,221.88
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$173,087.88	$173,087.88
			Subtotal	*$0.00*	*$206,309.76*	*$206,309.76*

St Joseph Community Services (Vendor #155093)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$42,750.00	$42,750.00
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$164,564.12	$164,564.12
			Subtotal	*$0.00*	*$207,314.12*	*$207,314.12*

Strafford Nutrition MOW (Vendor # 260818)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$12,847.23	$12,847.23
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$64,830.92	$64,830.92
			Subtotal	*$0.00*	*$77,678.15*	*$77,678.15*

Fiscal Details

Tri-County Community Action Program (Vendor #177195)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,508.21	$14,508.21
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$73,224.48	$73,224.48
			Subtotal	*$0.00*	*$87,732.69*	*$87,732.69*

Home Healthcare, Hospice and Community Services, Inc. (Vendor #177274)

SFY	Class/Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2024	102-500731	Contracts for Program Svs	48130630	$0.00	$14,414.73	$14,414.73
2025	102-500731	Contracts for Program Svs	48130630	$0.00	$58,919.84	$58,919.84
			Subtotal	*$0.00*	*$73,334.57*	*$73,334.57*
			Subtotal 9255	*$0.00*	*$1,203,741.33*	*$1,203,741.33*
			TOTAL CONTRACT	*$24,010,976.93*	*$14,196,495.71*	*$38,207,472.64*

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2025.

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $2,728,240.34

3. Modify Exhibit C, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 54.69% Federal funds:

         1.1.1. 24.04% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, ALN 93.045, FAINs 2201NHOAHD, 2301NHOAHD, and 2401NHOAHD;

         1.1.2. 7.13% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, 8/30/23, and 12/12/23, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, ALN 93.045, FAINs 2201NHOACM, 2301NHOACM, and 2401NHOACM;

         1.1.3. 13.62% Social Services Block Grant, as awarded on 6/29/21, 6/29/22, and 6/29/23, by the U.S. Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant, ALN 93.667, FAINs 2101NHSOSR, 2201NHSOSR, and 2301NHSOSR;

         1.1.4. 5.94% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, ALN 93.045, FAIN 2101NHHDC6; and

         1.1.5. 3.96% American Rescue Plan (ARP) for Congregate Meals under Title III C-1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, ALN 93.045, FAIN 2101NHCMC6.

      1.2. 45.31% General Funds.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in

Exhibit B Scope of Services, and in accordance with Exhibit C-1, Rate Sheet, Amendment #1.

5. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1, Rate Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

Contractor Initials JR
Date 6/6/2024

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective, retroactive to July 1, 2023 upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/6/2024
Date

Name: Melissa Hardy
Title: Director, DLTSS

Tri-County Community Action Program, Inc.

6/6/2024
Date

Name: Jeanne Robillard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Rate Sheet, Amendment #1

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	42,480	$8.11	$ 344,512.80
Title III-C Congregate Meals	Per Meal	18,453	$8.11	$ 149,653.83
Title XX Home Delivered Meals	Per Meal	25,453	$8.11	$ 206,423.83
ARPA Home Delivered Meals	Per Meal	11,748	$8.11	$ 95,276.28
ARPA Congregate Meals	Per Meal	7,832	$8.11	$ 63,517.52
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
			Subtotal	*$ 859,384.26*

7/1/2023 through 06/30/2024 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	42,480	$8.11	$ 344,512.80
Title IIIC1 Cong Meals	Per Meal	18,453	$8.11	$ 149,653.83
Title XX HD Meals	Per Meal	25,453	$8.11	$ 206,423.83
ARP Title IIIC2 HD Meals	Per Meal	11,748	$8.11	$ 95,276.28
ARP Title IIIC1 Cong Meals	Per Meal	7,832	$8.11	$ 63,517.52
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.11	$ -
ARP HCBS	Per Meal	0	$8.11	$ -
HB2 - 7872	Per Meal	80,513	$0.57	$ 45,892.41
HB2 - 9255	Per Meal	25,453	$0.57	$ 14,508.21
			Subtotal	*$ 919,784.88*

7/1/2024 through 06/30/2025 Service Units				
Nutrition Service	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	46,586	$8.68	$ 404,366.48
Title IIIC1 Cong Meals	Per Meal	10,344	$8.68	$ 89,785.92
Title XX HD Meals	Per Meal	23,781	$8.68	$ 206,419.08
ARP Title IIIC2 HD Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals	Per Meal	0	$8.68	$ -
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	$8.68	$ -
ARP HCBS	Per Meal	0	$8.68	$ -
HB2 - 7872	Per Meal	20,193	$8.68	$ 175,275.24
HB2 - 9255	Per Meal	8,436	$8.68	$ 73,224.48
			Subtotal	*$ 949,071.20*
			Total	$ 2,728,240.34

DS
JK

Contractor Initials:
Date: 6/6/2024

45 GAC

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services; to enter into contracts with the Contractors listed below in an amount not to exceed $23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval, through June 30, 2024. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	$3,958,861.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	$1,521,873.94
Tri-County Community Action Program, Inc. (Tri-County Cap)	177195	Coos County	$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	$1,460,919.18
		Total:	**$23,562,550.70**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 63,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BEAS-04-BEASN

Project Title BEAS Nutrition Services

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Strafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
Technical											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
TOTAL POINTS	100	100	100	100	100	99	100	99	100	100	94

	Reviewer Name	Title
1	Thom O'Connor	Administrator II
2	Jean Crouch	Supervisor VII
3	Maureen Brown	Nutrition Consultant
4	Shawn Martin	Business Administrator

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Nutrition

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	$ 338,860.13
		Subtotal	*$ 2,237,759.86*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	$ 58,392.00
		Subtotal	***$ 437,940.00***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	$ 162,410.86
		Subtotal	*$ 1,113,746.30*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	$ 123,888.36
		Subtotal	***$ 809,702.40***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	$ 79,048.17
		Subtotal	$ ***436,447.76***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	$ 342,712.38
		Subtotal	***$ 2,262,884.64***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #165093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	$ 560,579.42
		Subtotal	***$ 3,701,695.96***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	$ 132,525.51
		Subtotal	$ *875,052.78*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ - 344,512.80
541-500383	Meals - Congregate (TIII)	2023	$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	$ 149,653.83
		Subtotal	$ *988,333.26*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	$ 120,409.17
		Subtotal	**$ *795,153.06***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
		Subtotal	***$ 13,658,716.02***

$ 13,658,716.02

Fiscal Details
RFA-2017-BEAS-06-NUTRI

06-95-48-481010-9265 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	$ 467,387.41
		Subtotal	***$ 934,774.82***

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	$ 41,361.00
		Subtotal	*$ 82,722.00*

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	$ 315,089.72
		Subtotal	*$ 630,179.44*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	$ 205,775.03
		Subtotal	*$ 411,550.06*

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	$ 148,218.36
		Subtotal	*$ 296,436.72*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	$ 472,683.24
		Subtotal	$ *945,366.48*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	$ 608,250.00
		Subtotal	$ *1,216,500.00*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	$ 182,791.29
		Subtotal	$ *365,582.58*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177196)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	$ 206,423.83
		Subtotal	*$ 412,847.66*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	$ 205,093.79
		Subtotal	*$ 410,187.58*

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
		Subtotal	*$ 5,706,147.34*

$ 5,706,147.34

Fiscal Details
RFA-2017-BEAS-06-NUTRI

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	$ 143,814.63
		Subtotal	*$ 719,097.48*

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	$ 44,605.00
		Subtotal	*$ 176,798.00*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	$ 150,035.00
		Subtotal	*$ 506,875.00*

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	$ 52,577.13
		Subtotal	*$ 254,443.14*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	$ 74,555.23
		Subtotal	*$ 221,613.86*

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	$ 145,485.29
		Subtotal	*$ 750,710.26*

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	$
544-500386	Meals - Home Delivered (ARP)	2024	$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	$
		Subtotal	*$ 713,744.88*

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	$ 56,242.85
		Subtotal	*$ 281,238.58*

Fiscal Details

RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	$ 63,517.52
		Subtotal	*$ 317,587.60*

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	$ 51,101.11
		Subtotal	*$ 255,578.54*

05-95-48-481010-2638 Summary for All Vendors

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Subtotal	*$ 4,197,687.34*

$ 4,197,687.34

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

		SFY	Contract Amount
		2023	$ 1,945,816.08
		2024	$ 1,945,816.08
		Subtotal	*$ 3,891,632.16*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services

		SFY	Contract Amount
		2023	$ 348,730.00
		2024	$ 348,730.00
		Subtotal	*$ 697,460.00*

Grafton County Senior Citizens Council, Inc.

		SFY	Contract Amount
		2023	$ 1,125,400.37
		2024	$ 1,125,400.37
		Subtotal	*$ 2,250,800.74*

Newport Senior Center

		SFY	Contract Amount
		2023	$ 737,847.80
		2024	$ 737,847.80
		Subtotal	*$ 1,475,695.60*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens

		SFY	Contract Amount
		2023	$ 477,249.17
		2024	$ 477,249.17
		Subtotal	$ *954,498.34*

Rockingham Nutrition MOW

		SFY	Contract Amount
		2023	$ 1,979,480.69
		2024	$ 1,979,480.69
		Subtotal	$ *3,958,961.38*

St Joseph Community Services

		SFY	Contract Amount
		2023	$ 2,815,970.42
		2024	$ 2,815,970.42
		Subtotal	$ *5,631,940.84*

Strafford Nutrition MOW

		SFY	Contract Amount
		2023	$ 760,936.97
		2024	$ 760,936.97
		Subtotal	$ *1,521,873.94*

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program

		SFY	Contract Amount
		2023	$ 859,384.26
		2024	$ 859,384.26
		Subtotal	*$ 1,718,768.52*

VNA at HCS

		SFY	Contract Amount
		2023	$ 730,459.59
		2024	$ 730,459.59
		Subtotal	*$ 1,460,919.18*

Summary for All Vendors by Year

		SFY	Contract Amount
		2023	$ 11,781,275.35
		2024	$ 11,781,275.35
		Subtotal	*$ 23,562,550.70*

$ 23,562,550.70

Fiscal Details
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home Delivered (TIII)	2023	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	$ 781,933.76
		Total	$ 23,562,550.70

7872-544-500386	Meals - Home Delivered (TIII)	all	$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	$ 1,563,867.52
		Total	$ 23,562,550.70

Grand Total SFY23	2023	$ 11,781,275.35
Grand Total SFY24	2024	$ 11,781,275.35
Total Contract		$ 23,562,550.70

Subject: RFA-2023-BEAS-04-BEASN-09 (BEAS: Nutrition)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. 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 Tri-County Community Action Program, Inc. (Tri-County Cap)		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation $1,718,768.52
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jeanne Robillard Date: 6/5/2022		1.12 Name and Title of Contractor Signatory Jeanne Robillard CEO	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/7/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JR 03

Date 6/5/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JR

Date 6/5/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials JK

Date 6/5/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS JR

Date 6/5/2022

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended to read as follows:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT A

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.

1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:

1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;

1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;

1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;

1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;

1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;

1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;

1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;

1.3.8. Ensure direct contemporaneous contact with each participant on each

day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;

1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;

1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.5.2.3.1. Picking up medications at a pharmacy.

1.5.2.3.2. Buying clothing for the client.

1.5.2.3.3. Buying other items for the client;

1.5.2.4. Provide receipts to the client after each shopping transaction;

1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and

1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.6. Client Request for Application of Services

1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.7. Client Eligibility Requirements for Services

1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.

1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.

1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services.

1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service except

as stated in Section 1.11. Adult Protection Services;

1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;

1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;

1.10.1.4. Agrees not to bill or invoice clients and/or their familes;

1.10.1.5. Agrees that all donations support the program for which donations were given; and

1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.

1.10.2. To comply with the requirements for Title XX Services, the Contractor:

1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;

1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;

1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;

1.10.2.4. Shall ensure that all fees support the program for which donations were given; and

1.10.2.5. Shall report on the total amount of fees collected from all individuals.

1.11. Adult Protection Services

1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.

1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.

1.11.3. The Contractor shall inform the referring Adult Protection Service

staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.12. Referring Clients to Other Services

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

1.13. Client Wait Lists

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.14. Criminal Background Check and BEAS State Registry Checks

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

1.15. Grievance and Appeals

1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

1.16. Client Feedback

1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.13 using a method approved by the Department within thirty (30) days of the contract effective date.

1.17. The Contractor shall comply with the following staffing requirements:

1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;

1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;

1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:

1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.

1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

1.18.2.1. The number of clients served by town and in the aggregate.

1.18.2.2. Total amount of donations collected.

1.18.2.3. Expenses by program service provided.

1.18.2.4. Revenue, by program service provided, by funding source.

1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.

1.18.2.5.1. Unmet need/waiting list.

1.18.2.5.2. Lengths of time clients are on a waiting list.

1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.

1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

1.18.3. Food Delivery Reporting

1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work sute, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceudled phone response by selected Contractor staff.

1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; clients who are blind or have low vision; and clients who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any 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 shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

3.5.4. The Contractor understands that all applicants for services hereunder, as well as clients declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

EXHIBIT B

Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Coos	All
Title III-C Congregate Meals	Coos	All
Title XX Home Delivered Meals	Coos	All
ARPA Home Delivered Meals	Coos	All
ARPA Congregate Meals	Coos	All

New Hampshire Department of Health and Human Services
BEAS Nutrition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 62.88% Federal funds,
      1.1.1. 24.05% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
      1.1.2. 8.71% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
      1.1.3. 14.41% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
      1.1.4. 9.42% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-2, CFDA 93.045, FAIN #2101NHHDC6,
      1.1.5. 6.28% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III C-1, CFDA# 93.045, FAIN #2101NHCMC6.
   1.2. 37.12% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

EXHIBIT C

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

Data Management Unit
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	42,480	$8.11	$ 344,512.80
Title III-C Congregate Meals	Per Meal	18,453	$8.11	$ 149,653.83
Title XX Home Delivered Meals	Per Meal	25,453	$8.11	$ 206,423.83
ARPA Home Delivered Meals	Per Meal	11,748	$8.11	$ 95,276.28
ARPA Congregate Meals	Per Meal	7,832	$8.11	$ 63,517.52
Totals		105,966		$ 859,384.26

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title III-C Home Delivered Meals	Per Meal	42,480	$8.11	$ 344,512.80
Title III-C Congregate Meals	Per Meal	18,453	$8.11	$ 149,653.83
Title XX Home Delievered Meals	Per Meal	25,453	$8.11	$ 206,423.83
ARPA Home Delievered Meals	Per Meal	11,748	$8.11	$ 95,276.28
ARPA Congregate Meals	Per Meal	7,832	$8.11	$ 63,517.52
Totals		105,966		$ 859,384.26
			Total Award	$ 1,718,768.52

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Tri-County Community Action Program

6/5/2022
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Tri-County Community Action Program

6/5/2022
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

DS
JR
Vendor Initials
6/5/2022
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

JR

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Tri-County Community Action Program

6/5/2022
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Tri-County Community Action Program

6/5/2022
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Tri-County Community Action Program

6/5/2022
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

Contractor Initials JR
Date 6/5/2022

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials JK

Date 6/5/2022

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. JK

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Tri-County Community Action Program
The State	Name of the Contractor
Christine Santaniello	Jeanne Robillard
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Jeanne Robillard
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CEO
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/5/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Tri-County Community Action Program

6/5/2022
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

Contractor Initials JR
Date 6/5/2022

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073 975708

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc..

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

Contractor Initials JR

Date 6/5/2022