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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

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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.

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

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 |

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 |

Stafford Nutrition MOW (Vendor # 260818)

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

DS
JA

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

13234200000000000000

Name: Melissa Hardy

Title: Director, DLTSS

Community Action Program Belknap and Merrimack
Counties, Inc.

3/21/2023

Date

Jeanne Agri

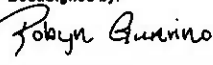
Name: Jeanne Agri

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:

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

RFA-2023-BEAS-04-BEASN-01-A01

Community Action Program Belknap and
Merrimack Counties, Inc.

Contractor Initials



Date 3-29-2023

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

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:

RFA-2023-BEAS-04-BEASN-01-A01

Community Action Program Belknap and
Merrimack Counties, Inc.

Contractor Initials 

Date 3-29-2023

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

- 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.

RFA-2023-BEAS-04-BEASN-01-A01

Community Action Program Belknap and
Merrimack Counties, Inc.

Contractor Initials




Date 3-29-2023

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

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: 0005774597



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State



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



CERTIFICATE OF AUTHORITY

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

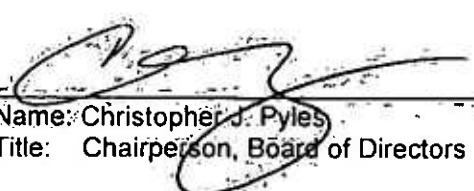
1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 9, 2023, at which a quorum of the Directors were present and voting.

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, Chairperson, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 3/20/2023

Signature of Elected Officer


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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2022

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | CONTACT NAME: Andrea Nicklin PHONE (A/C No. Ext): (603) 689-3218 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 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Selective Insurance Co. of SC</td> <td>19259</td> </tr> <tr> <td>INSURER B:</td> <td>Midwest Employers Casualty Corp</td> <td>23612</td> </tr> <tr> <td>INSURER C:</td> <td>Federal Ins Co</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Selective Insurance Co. of SC | 19259 | INSURER B: | Midwest Employers Casualty Corp | 23612 | INSURER C: | Federal Ins Co | 20281 | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Selective Insurance Co. of SC | 19259 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Midwest Employers Casualty Corp | 23612 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | Federal Ins Co | 20281 | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 22-23 AI/23-24 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 | ADDITIONAL INSURED | SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|--------------------|--------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | S2509940 | 10/01/2022 | 10/01/2023 | 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 - COMPROP AGG \$ 3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | S2509940 | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | S2509940 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | HCHS20220000547 (3a.) NH | 01/01/2023 | 01/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Directors & Officers Liability | | | 82471784 | 04/01/2022 | 04/01/2023 | Limit 1,000,000 Deductible 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 New Hampshire, Department 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 |
|---|--|



The Vision of
Community Action Program Belknap-Merrimack Counties Inc.

An agency that creates opportunities for all people to thrive, a partner in building strong, resilient communities, to ensure a more equitable society.

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

The Values of
Community Action Program Belknap-Merrimack Counties, Inc.

We believe all people should be treated with dignity and respect and recognize that structural race, gender, and other inequities remain barriers that must be addressed.

We believe that our communities have the capacity and moral obligation to ensure that no one is forced to endure the hardships of poverty.

We believe that everyone can reach their fullest potential with hope, adequate resources, and opportunities, and we are committed to achieving that vision.

We pledge ourselves to create an environment that pursues innovation and excellence through multi-sector partnership and collaboration.

Equity · Respect · Commitment · Excellence · Hope
Community · Caring · Innovation · Opportunity

The Promise of Community Action

Community Action changes people's lives, embodies the spirit of hope, improves communities and makes America a better place to live.
We care about the entire community, and we are dedicated to helping people help themselves and each other.



Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.**

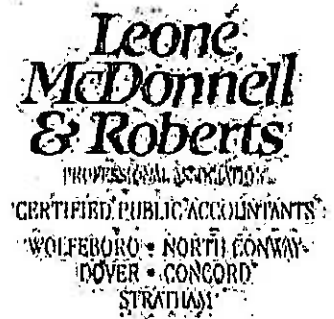
**FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

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

INDEPENDENT AUDITORS' REPORT

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 28, 2022 and 2021, 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 28, 2022 and 2021, 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 September 8, 2022, 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*

Concord, New Hampshire
September 8, 2022

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2022 AND 2021

| | <u>2022</u> | <u>2021</u> |
|---|----------------------|----------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash | \$ 1,384,485 | \$ 899,766 |
| Accounts receivable | 5,244,821 | 3,762,809 |
| Inventory | 271,926 | 55,895 |
| Prepaid expenses | 33,928 | 173,709 |
| Investments | 138,793 | 127,996 |
| Total current assets | <u>7,073,753</u> | <u>4,920,175</u> |
| PROPERTY | | |
| Land, buildings and improvements | 7,368,799 | 7,146,516 |
| Equipment, furniture and vehicles | 6,335,485 | 6,117,020 |
| Construction in process | 41,401 | 18,126 |
| Total property | <u>13,745,685</u> | <u>13,281,662</u> |
| Less accumulated depreciation | <u>7,528,383</u> | <u>7,639,290</u> |
| Property, net | <u>6,217,322</u> | <u>5,642,372</u> |
| OTHER ASSETS | | |
| Cash escrow and reserve funds | 89,468 | 65,437 |
| Tenant security deposits | 9,120 | 6,881 |
| Due from related party | <u>65,488</u> | <u> </u> |
| Total other assets | <u>164,076</u> | <u>72,318</u> |
| TOTAL ASSETS | <u>\$ 13,455,151</u> | <u>\$ 10,634,865</u> |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES | | |
| Current portion of notes payable | \$ 314,265 | \$ 213,444 |
| Line of credit | 154,350 | 380,028 |
| Accounts payable | 3,635,655 | 1,525,832 |
| Accrued expenses | 1,088,207 | 788,951 |
| Refundable advances | <u>1,537,802</u> | <u>1,036,941</u> |
| Total current liabilities | <u>6,728,279</u> | <u>3,945,196</u> |
| LONG TERM LIABILITIES | | |
| Paycheck Protection Program loan | 280,439 | 1,935,300 |
| Notes payable, less current portion shown above | 620,050 | 939,697 |
| Tenant security deposits | 9,120 | 6,881 |
| Total liabilities | <u>7,637,888</u> | <u>6,827,074</u> |
| NET ASSETS | | |
| Without donor restrictions | 5,179,734 | 2,758,959 |
| With donor restrictions | <u>163,529</u> | <u>1,048,832</u> |
| Total net assets | <u>5,817,263</u> | <u>3,807,791</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 13,455,151</u> | <u>\$ 10,634,865</u> |

See Notes to Consolidated Financial Statements.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2022

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>Total</u> |
|--|---------------------------------------|------------------------------------|---------------|
| REVENUES AND OTHER SUPPORT: | | | |
| Grant awards | \$ 36,482,087 | \$ - | \$ 36,482,087 |
| Rental income | 135,298 | - | 135,298 |
| Other funds | 2,526,432 | 2,650,984 | 5,177,416 |
| Paycheck Protection Program loan forgiveness | 1,615,427 | - | 1,615,427 |
| In-kind | 592,136 | - | 592,136 |
| United Way | 2,123 | - | 2,123 |
| Interest income | 74 | - | 74 |
| Realized gain on sale of equipment | 7,200 | - | 7,200 |
| Total revenues and other support | 41,360,777 | 2,650,984 | 44,011,761 |
| NET ASSETS RELEASED FROM RESTRICTIONS | 3,062,287 | (3,062,287) | - |
| Total | 44,423,064 | (411,303) | 44,011,761 |
| EXPENSES | | | |
| Program | 40,084,851 | - | 40,084,851 |
| Management | 1,917,438 | - | 1,917,438 |
| Total expenses | 42,002,289 | - | 42,002,289 |
| CHANGE IN NET ASSETS | 2,420,775 | (411,303) | 2,009,472 |
| NET ASSETS, BEGINNING OF YEAR | 2,758,959 | 1,048,832 | 3,807,791 |
| NET ASSETS, END OF YEAR | \$ 5,179,734 | \$ 637,529 | \$ 5,817,263 |

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2021**

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>Total</u> |
|--|---------------------------------------|------------------------------------|---------------------|
| REVENUES AND OTHER SUPPORT: | | | |
| Grant awards | \$ 20,625,325 | \$ - | \$ 20,625,325 |
| Rental Income | 123,657 | - | 123,657 |
| Other funds | 2,375,403 | 3,733,525 | 6,108,928 |
| In-kind | 490,035 | - | 490,035 |
| United Way | 5,297 | - | 5,297 |
| Interest Income | 383 | - | 383 |
| Realized gain on sale of equipment | 3,500 | - | 3,500 |
| Total revenues and other support | <u>23,623,600</u> | <u>3,733,525</u> | <u>27,357,125</u> |
| NET ASSETS RELEASED FROM RESTRICTIONS | <u>(3,047,507)</u> | <u>(3,047,507)</u> | |
| Total | <u>26,671,107</u> | <u>686,018</u> | <u>27,357,125</u> |
| EXPENSES: | | | |
| Program | 26,194,346 | - | 26,194,346 |
| Management | 1,274,501 | - | 1,274,501 |
| Total expenses | <u>27,468,847</u> | | <u>27,468,847</u> |
| CHANGE IN NET ASSETS BEFORE GAIN ON INVESTMENT IN LIMITED PARTNERSHIP | <u>(797,740)</u> | <u>686,018</u> | <u>(111,722)</u> |
| GAIN ON INVESTMENT IN LIMITED PARTNERSHIP | <u>64,397</u> | | <u>64,397</u> |
| CHANGE IN NET ASSETS | <u>(733,343)</u> | <u>686,018</u> | <u>(47,325)</u> |
| NET ASSETS, BEGINNING OF YEAR | <u>2,992,894</u> | <u>362,814</u> | <u>3,355,708</u> |
| NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP | <u>499,408</u> | | <u>499,408</u> |
| NET ASSETS, END OF YEAR | <u>\$ 2,758,959</u> | <u>\$ 1,048,832</u> | <u>\$ 3,807,791</u> |

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2022**

| | <u>Program</u> | <u>Management</u> | <u>Total</u> |
|---------------------------------------|----------------------|---------------------|----------------------|
| Salaries and wages | \$ 7,961,177 | \$ 1,180,579 | \$ 9,141,756 |
| Payroll taxes and benefits | 2,296,690 | 228,375 | 2,525,065 |
| Travel | 194,343 | 9,648 | 203,991 |
| Occupancy | 1,267,982 | 114,418 | 1,382,400 |
| Program services | 25,639,659 | | 25,639,659 |
| Other costs: | | | |
| Accounting fees | | 74,855 | 74,855 |
| Legal fees | 15,361 | 152 | 15,513 |
| Supplies | 159,844 | 44,534 | 204,378 |
| Postage and shipping | 49,860 | 8,731 | 58,591 |
| Equipment rental and maintenance | 1,141 | | 1,141 |
| Printing and publications | 28,133 | 27,696 | 55,829 |
| Conferences, conventions and meetings | 13,964 | | 13,964 |
| Interest | 29,187 | 26,841 | 56,028 |
| Insurance | 124,730 | 43,856 | 168,586 |
| Membership fees | 16,276 | | 16,276 |
| Utility and maintenance | 88,702 | 104,142 | 192,844 |
| Computer services | 111,990 | | 111,990 |
| Other | 926,679 | 53,611 | 980,290 |
| Depreciation | 566,151 | | 566,151 |
| In-kind | 692,982 | | 692,982 |
| Total functional expenses | \$ 40,084,851 | \$ 1,917,438 | \$ 42,002,289 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2021**

| | <u>Program</u> | <u>Management</u> | <u>Total</u> |
|---------------------------------------|----------------------|---------------------|----------------------|
| Salaries and wages | \$ 8,423,286 | \$ 587,382 | \$ 9,010,668 |
| Payroll taxes and benefits | 2,308,290 | 229,777 | 2,538,067 |
| Travel | 145,104 | 809 | 145,913 |
| Occupancy | 1,293,121 | 136,322 | 1,429,443 |
| Program services | 11,796,741 | | 11,796,741 |
| Other costs: | | | |
| Accounting fees | | 80,013 | 80,013 |
| Legal fees | 19,604 | | 19,604 |
| Supplies | 165,804 | 30,710 | 196,514 |
| Postage and shipping | 56,087 | 8,986 | 65,073 |
| Equipment rental and maintenance | 6,736 | | 6,736 |
| Printing and publications | 34,562 | 3,551 | 38,113 |
| Conferences, conventions and meetings | 632 | | 632 |
| Interest | 39,595 | 22,938 | 62,533 |
| Insurance | 123,704 | 27,528 | 151,232 |
| Membership fees | 10,040 | 7,019 | 17,059 |
| Utility and maintenance | 190,837 | 62,549 | 253,386 |
| Computer services | 47,178 | 8,660 | 55,838 |
| Other | 584,982 | 68,257 | 653,239 |
| Depreciation: | | | |
| In-kind | 490,034 | | 490,034 |
| Total functional expenses | \$ 26,194,346 | \$ 1,274,501 | \$ 27,468,847 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

| | <u>2022</u> | <u>2021</u> |
|--|---------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ 2,009,472 | \$ (47,325) |
| Adjustments to reconcile change in net assets to net cash from operating activities: | | |
| Depreciation | 566,151 | 458,009 |
| Paycheck Protection program loan forgiveness | (1,615,427) | |
| Interest on deferred financing costs | 483 | 484 |
| Realized gain on sale of equipment | (7,200) | (3,500) |
| Gain on investment in limited partnership | | (64,397) |
| Decrease (increase) in current assets: | | |
| Accounts receivable | (1,481,812) | (1,203,458) |
| Inventory | (216,031) | (32,979) |
| Prepaid expenses | 39,781 | (18,723) |
| Due from related party | (65,488) | |
| Decrease (increase) in current liabilities: | | |
| Accounts payable | 2,109,823 | 356,371 |
| Accrued expenses | 297,256 | 23,890 |
| Refundable advances | 500,861 | (47,575) |
| NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES | <u>2,137,869</u> | <u>(579,203)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Proceeds from sale of property | 7,200 | 3,500 |
| Additions to property investments | (1,141,101) | (618,410) |
| | <u>(10,797)</u> | <u>(17,918)</u> |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(1,144,698)</u> | <u>(632,828)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Net Paycheck Protection loan | (39,434) | 1,935,300 |
| Net repayments on line of credit | (225,678) | (169,972) |
| Repayment of long term debt | (219,309) | (199,152) |
| NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES | <u>(484,421)</u> | <u>1,566,176</u> |
| NET INCREASE IN CASH AND RESTRICTED CASH | <u>508,750</u> | <u>354,145</u> |
| CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR | <u>965,203</u> | <u>549,026</u> |
| CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIP | | <u>62,032</u> |
| CASH AND RESTRICTED CASH BALANCE, END OF YEAR | <u>\$ 1,473,953</u> | <u>\$ 965,203</u> |
| CASH AND RESTRICTED CASH: | | |
| Cash | \$ 1,384,485 | \$ 899,766 |
| Cash escrow and reserve funds | 89,468 | 65,437 |
| | <u>\$ 1,473,953</u> | <u>\$ 965,203</u> |

See Notes to Consolidated Financial Statements.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

| | <u>2022</u> | <u>2021</u> |
|--|--------------|--------------|
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for interest | \$ 56,028 | \$ 62,533 |
| SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES: | | |
| Transfer of assets from newly consolidated LP: | | |
| Accounts receivable | \$ 2,496 | \$ 2,496 |
| Prepaid expenses | 10,827 | 10,827 |
| Property, net | 980,089 | 980,089 |
| Security deposits | 8,132 | 8,132 |
| Total transfer of assets from newly consolidated LP | \$ 1,001,544 | \$ 1,001,544 |
| Transfer of liabilities from newly consolidated LP: | | |
| Accounts payable | \$ 8,825 | \$ 8,825 |
| Accrued expenses | 7,062 | 7,062 |
| Security deposits | 18,132 | 18,132 |
| Note payable | 336,311 | 336,311 |
| Total transfer of liabilities from newly consolidated LP | \$ 360,330 | \$ 360,330 |
| Total transfer of partners' capital from newly consolidated LP | \$ 499,408 | \$ 499,408 |
| Partnership capital previously recorded as investment in related parties | 203,838 | 203,838 |
| Total transfer of partners' capital from newly consolidated LP | \$ 703,246 | \$ 703,246 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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 \$637,529 and \$1,048,832 at February 28, 2022 and 2021, respectively. See Note 14.

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 28, 2022 and 2021.

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.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****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.

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 \$592,136 and \$490,035 in donated facilities, services and supplies for the years ended February 28, 2022 and February 28, 2021, respectively, as follows:

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021.**

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$18,731 and \$18,937 for the years ended February 28, 2022 and February 28, 2021, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$573,405 and \$471,098 for the years ended February 28, 2022 and 2021, respectively.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2022 and February 28, 2021 totaled \$134,193 and \$14,287, 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.

Program Service Revenue

Program service revenue is recognized as revenue when the services are performed.

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.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****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.

| <u>Expense</u> | <u>Method of allocation</u> |
|--------------------|-------------------------------|
| Wages and benefits | Time and effort |
| Depreciation | Actual assets used by program |
| All other expenses | Direct assignment |

2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 28, 2022 and 2021:

| | <u>2022</u> | <u>2021</u> |
|---|---------------------|---------------------|
| Financial assets at year end: | | |
| Cash and cash equivalents, undesignated: | \$ 1,384,485 | \$ 899,766 |
| Accounts receivable | 5,244,621 | 3,762,809 |
| Investments | 138,793 | 127,996 |
| Cash reserves | 81,143 | 62,103 |
| Cash escrow | 8,325 | 3,334 |
| Total financial assets | <u>6,857,367</u> | <u>4,856,008</u> |
| Less amounts not available to be used within one year: | | |
| Net assets with donor restrictions | 637,529 | 1,048,832 |
| Reserve funds | 81,143 | 62,103 |
| Amounts not available within one year | <u>718,672</u> | <u>1,110,935</u> |
| Financial assets available to meet general expenditures over the next twelve months | <u>\$ 6,138,695</u> | <u>\$ 3,734,073</u> |

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$6,710,000 and \$4,360,000 at February 28, 2022 and 2021, respectively. The Organization has a line of credit with \$445,650 and \$219,972 available to borrow on at February 28, 2022 and 2021, respectively.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. 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 28, 2022 and 2021. The Organization has no policy for charging interest on overdue accounts.

4. 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 \$1,537,802 and \$1,036,941 as of February 28, 2022 and 2021, 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 28, 2022 and 2021 totaled \$186,976 and \$193,103, respectively.

6. LEASED FACILITIES

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 twenty years. For the year ended February 28, 2022 and 2021, the annual lease expense for the leased facilities was \$544,299 and \$542,317, respectively.

The approximate future minimum lease payments on the above leases are as follows:

| <u>Year Ended</u> <u>February 28</u> | <u>Amount</u> |
|---|---------------------|
| 2023 | \$ 478,248 |
| 2024 | 419,395 |
| 2025 | 245,038 |
| 2026 | 88,762 |
| 2027 | 88,762 |
| Thereafter | 688,217 |
| Total | \$ 2,008,422 |

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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 \$660,158 and \$415,580 at February 28, 2022 and 2021, 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 (3.25% and 4.75% at February 28, 2022 and 2021, 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 \$154,350 outstanding at February 28, 2022. There was no balance outstanding at February 28, 2021.

The Organization has an additional revolving line of credit agreement (the line) in the amount of \$400,000 with a bank that is due on demand. The line calls for monthly variable interest payments based on the LIBOR rate (2.41% and 2.62% at February 28, 2022 and 2021, respectively). The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2022. There was a balance of \$380,028 outstanding at February 28, 2021.

9. CONCENTRATION OF RISK

For the year ended February 28, 2022, approximately \$13,200,000 (30%) and \$15,300,000 (35%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Treasury. For the year ended February 28, 2021, approximately \$11,400,000 (42%) of the Organization's total revenue was received from the Department of Health and Human Services. 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 28, 2022 and 2021:

| | <u>2022</u> | <u>2021</u> |
|--|-------------|-------------|
| 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. | \$ 218,228 | \$ 225,459 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

| | <u>2022</u> | <u>2021</u> |
|---|-------------------|---------------------|
| 5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center. | 219,279 | 375,827 |
| 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. | 42,958 | 50,507 |
| 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. | 116,572 | 164,553 |
| 1.00% Paycheck Protection Program loan payable to a bank in monthly installments for principal and interest of \$7,511 through April 2025. \$1,615,427 of the proceeds received was forgiven during the year ended February 28, 2022. (See Note 11). | 280,439 | 1,935,300 |
| 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. | <u>343,081</u> | <u>343,081</u> |
| Total long-term debt before unamortized deferred financing cost | 1,220,557 | 3,094,727 |
| Unamortized deferred financing costs | <u>(5,803)</u> | <u>(6,286)</u> |
| | 1,214,754 | 3,088,441 |
| Less amounts due within one year | <u>314,265</u> | <u>213,444</u> |
| Long term portion | <u>\$ 900,489</u> | <u>\$ 2,874,997</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

The scheduled maturities of long-term debt as of February 28, 2022 were as follows:

| <u>Year Ending February 28</u> | <u>Amount</u> |
|------------------------------------|---------------------|
| 2023 | \$ 314,265 |
| 2024 | 236,212 |
| 2025 | 106,239 |
| 2026 | 32,177 |
| 2027 | 18,840 |
| Thereafter | 512,824 |
| | <u>\$ 1,220,557</u> |

11. PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of \$1,935,300 under the Paycheck Protection Program ("PPP"). The PPP was established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act").

On September 14, 2021, the Organization received partial forgiveness in the amount of \$1,615,427. The forgiven proceeds are included in income for the year ended February 28, 2022. The remaining \$312,873 has been converted to a loan, due in 44 monthly payments of principal and interest at a rate of 1%. The loan will mature in April 2025. The outstanding balance on the PPP loan at February 28, 2022 is \$280,439. (See Note 10).

12. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2022 and 2021:

| | <u>2022</u> | <u>2021</u> |
|-------------------------------|---------------------|---------------------|
| Land | \$ 279,340 | \$ 279,340 |
| Building and improvements | 7,089,459 | 6,867,176 |
| Equipment and vehicles | 6,335,485 | 6,117,020 |
| Construction in process | 41,401 | 18,126 |
| | <u>13,745,685</u> | <u>13,281,662</u> |
| Less accumulated depreciation | <u>7,528,363</u> | <u>7,639,290</u> |
| Property and equipment, net | <u>\$ 6,217,322</u> | <u>\$ 5,642,372</u> |

Depreciation expense for the years ended February 28, 2022 and 2021 totaled \$566,151 and \$458,009, respectively.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****13. 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 28, 2022.

14. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of February 28, 2022 and 2021:

| | <u>2022</u> | <u>2021</u> |
|--|-------------------|---------------------|
| NH Food Pantry Coalition | \$ 663 | \$ 663 |
| Senior Center | 143,437 | 142,817 |
| Elder Services | 68,427 | 499,201 |
| Mary Gale | 25,629 | |
| NH Rotary Food Challenge | 5,064 | 5,058 |
| Summer Feeding | 47,540 | 60,433 |
| Common Pantry | - | 5,512 |
| Caring Fund | 8,792 | 8,791 |
| Agency - FAP | 27,307 | 2,604 |
| Agency Head Start | 222,258 | 224,847 |
| Agency - FP/PN | 87,253 | 87,387 |
| Community Crisis | 350 | 350 |
| Other Programs | 809 | 11,169 |
| | <u>\$ 637,529</u> | <u>\$ 1,048,832</u> |
| Total net assets with donor restrictions | <u>\$ 637,529</u> | <u>\$ 1,048,832</u> |

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

15. RELATED PARTY TRANSACTIONS

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

| <u>Related Party</u> | <u>Function</u> |
|--|--|
| 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 |
| Ozanam Place, Inc. | Transitional Supportive Services |
| 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 28, 2022 and 2021 was \$324,385 and \$181,384, respectively, and is included in accounts receivables. Additionally, during the year ended February 28, 2022, \$65,488 was loaned to a related party and is recorded as an other asset on the consolidated statement of financial position.

16. 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 \$138,793 and \$126,996 at February 28, 2022 and 2021, 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:

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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 28, 2022 and 2021, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

| | <u>2022</u> | <u>2021</u> |
|----------------------------------|-------------------|-------------------|
| Beginning balance - mutual funds | \$ 126,996 | \$ 109,078 |
| Total gains - mutual funds | <u>11,797</u> | <u>17,918</u> |
| Ending balance - mutual funds | <u>\$ 138,793</u> | <u>\$ 126,996</u> |

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

The Organization also had \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2021. During the year ended February 28, 2022, the Organization is no longer a partner and a final K-1 was received.

17. OTHER MATTERS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and in turn will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****18. TRANSFER OF PARTNERSHIP INTEREST**

During the year ended February 28, 2021, Community Action Program of Belknap Merrimack Counties, Inc. acquired a partnership interest in a low-income housing limited partnership, Sandy Ledge Limited Partnership.

The following is a summary of the assets and liabilities of the partnership at the date of acquisition:

| | |
|--|---------------------|
| Date of Transfer | <u>03/01/2020</u> |
| Cash | \$ 3,793 |
| Cash reserves | 58,239 |
| Accounts receivable | 2,496 |
| Prepaid expenses | 10,827 |
| Property, net | 980,089 |
| Other assets | <u>8,132</u> |
| Total assets | <u>\$ 1,063,576</u> |
| Note payable | \$ 336,311 |
| Other liabilities | <u>24,019</u> |
| Total liabilities | 360,330 |
| Partners capital | <u>703,246</u> |
| Total liabilities and partners capital | <u>\$ 1,063,576</u> |

19. 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.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS,
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

20. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the consolidated statement of financial position date, but before the consolidated financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the consolidated statement of financial position date, including the estimates inherent in the process of preparing consolidated financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the consolidated statement of financial position date, but arose after that date. Management has evaluated subsequent events through September 8, 2022, 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 AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2022

| 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 | | 01CH2052-03-01 | 4,920,814 | |
| CRSSA - Head Start | 93.600 | | 01HET000622 | 14,855 | |
| ARPA - Head Start | 93.600 | | | 70,508 | |
| | | | CLUSTER TOTAL | 5,005,977 | |
| Low Income Home Energy Assistance Program | 93.568 | State of New Hampshire | 02-52-52-520010-18870000 | 2,517,838 | |
| CV-Low Income Home Energy Assistance Program | 93.568 | State of New Hampshire | 02-52-52-520010-24490000 | 2,823,900 | |
| Low Income Home Energy Assistance Program-WX | 93.568 | State of New Hampshire | 02-02-024010-77050000-600587 | 248,488 | |
| | | | TOTAL | 5,090,228 | |
| Community Services Block Grant | 93.589 | State of New Hampshire | 05-095-045-450010-7148 | 538,251 | |
| CV-Community Services Block Grant | 93.589 | State of New Hampshire | 05-095-045-450010-7148 | 30,897 | |
| | | | TOTAL | 1,569,148 | |
| Social Services Block Grant-Home Delivered & Congregate Meals | 93.667 | State of New Hampshire | 05-85-48-481010-9255 | 288,050 | |
| Social Services Block Grant-Service Link | 93.667 | State of New Hampshire | 2001NHSOSR | 6,599 | |
| | | | TOTAL | 294,649 | |
| Temporary Assistance for Needy Families-Family Planning | 93.558 | State of New Hampshire | 1502NHTAF | 997 | |
| Temporary Assistance for Needy Families-Workplace Success | 93.558 | Southern New Hampshire Services | 05-95-45-450010-81270000 | 19,522 | |
| | | | TOTAL | 20,519 | |
| AGING CLUSTER | | | | | |
| Title III, Part B-Senior Transportation | 93.044 | State of New Hampshire | 11755NHT355 | 124,374 | |
| Title III, Part C-Home Delivered Meals-HDCS | 93.045 | State of New Hampshire | | 9,018 | |
| Title III, Part C-Home Delivered Meals | 93.045 | State of New Hampshire | 17AANHT3HD | 494,672 | |
| CV-Title III, Part C-Home Delivered Meals | 93.045 | State of New Hampshire | 17AANHT3HD | 15,030 | |
| NSIP | 93.053 | State of New Hampshire | 1056477 | 170,034 | |
| | | | CLUSTER TOTAL | 813,126 | |
| CHILD CARE AND DEVELOPMENT FUND CLUSTER | | | | | |
| Child Care & Development Block Grant | 93.575 | State of New Hampshire | | 403,542 | |
| Child Care Mandatory & Matching Funds of the CCDF | 93.596 | State of New Hampshire | | 59,544 | |
| | | | CLUSTER TOTAL | 463,086 | |
| MEDICAID CLUSTER | | | | | |
| Medical Assistance Program | 93.778 | State of New Hampshire | 90NWPG0008-01-00 | 72,515 | |
| Medical Assistance Program - Veterans | 93.778 | Gateway Community Services | | 32,433 | |
| | | | CLUSTER TOTAL | 104,948 | |
| Family Planning - Services | 93.217 | State of New Hampshire | FPHPA010063 | 56,537 | |
| Maternal, Infant, & Early Childhood Home Visiting Program | 93.870 | State of New Hampshire | X10MC33595 | 69,527 | |
| National Family Caregiver Support, Title III, Part E-Service Link | 93.052 | State of New Hampshire | 2001NH0AFC-02 | 32,045 | |
| Special Programs for Aging, Title IV-Service Link | 93.048 | State of New Hampshire | 90MPO24102 | 28,202 | |
| State Health Insurance Assistance Program | 93.324 | State of New Hampshire | 90SAD003-02-00 | 31,988 | |
| Medicare Enrollment Assistance Program | 93.071 | State of New Hampshire | 2001NHMISH-00 | 10,707 | |
| | | | HHS TOTAL | 13,190,884 | |
| US DEPARTMENT OF AGRICULTURE | | | | | |
| Special Suppl. Nutrition Program for Women, Infants & Children | 10.557 | State of New Hampshire | 15154NH703W1003 & 5003 | 612,057 | |
| Senior Farmers Market | 10.578 | State of New Hampshire | 15154NH083Y8303 | 73,124 | |
| Child & Adult Care Food Program | 10.558 | State of New Hampshire | | 180,323 | |
| | | | NONE PROVIDED | | |
| CHILD NUTRITION CLUSTER | | | | | |
| Summer Food Service Program For Children | 10.558 | State of New Hampshire | | 148,179 | |
| | | | NONE PROVIDED | | |

See Notes to Schedule of Expenditures of Federal Awards.

| FEDERAL GRANTOR/ PROGRAM TITLE | ASSISTANCE LISTING | | IDENTIFYING NUMBER | FEDERAL | Continued PASSED THROUGH |
|---|--------------------|---|---------------------------------|----------------------|-----------------------------|
| | NUMBER | PASS THROUGH GRANTOR'S NAME | | EXPENDITURES | TO SUB-RECIPIENTS |
| FOOD DISTRIBUTION CLUSTER | | | | | |
| Commodity Supplemental Food Program | 10,568 | State of New Hampshire | 15154NH814YB005 | \$ 1,219,051 | \$ 1,003,133 |
| Emergency Food Assistance Program-Administration | 10,568 | State of New Hampshire | 81750000 | 455,233 | 77,833 |
| Emergency Food Assistance Program | 10,569 | State of New Hampshire | 81750000 | 5,668,212 | 5,668,212 |
| | | | CLUSTER TOTAL | 7,342,496 | 6,749,278 |
| | | | USDA TOTAL | \$ 8,356,179 | \$ 6,749,278 |
| CORPORATION FOR NATIONAL & COMMUNITY SERVICES | | | | | |
| FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER | | | | | |
| Senior Companion Program | 94,016 | | 18SCANH001 | \$ 384,450 | |
| | | | CNCS TOTAL | \$ 384,450 | |
| US DEPARTMENT OF TRANSPORTATION | | | | | |
| Formula Grants for Rural Areas-Concord Transit | 20,509 | State of New Hampshire-Department of Transportation | NH-18-X048 | \$ 1,236,404 | |
| Formula Grants for Rural Areas | 20,509 | State of New Hampshire-Department of Transportation | 3 Buses | 432,046 | |
| | | | TOTAL | 1,668,530 | |
| TRANSIT SERVICES PROGRAMS CLUSTER | | | | | |
| Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT | 20,513 | State of New Hampshire-Department of Transportation | NH-18-X043 | 154,056 | |
| Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation | 20,513 | State of New Hampshire-Department of Transportation | NH-18-X043 | 20,407 | |
| Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation | 20,513 | State of New Hampshire-Department of Transportation | NH-65-X001 | 84,128 | |
| Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers | 20,513 | Merrimack County | NH-65-X001 | 844 | |
| Enhanced Mobility of Seniors & Ind. W/Disabilities | 20,513 | State of New Hampshire-Department of Transportation | 3 Buses | 222,185 | |
| | | | CLUSTER TOTAL | 461,600 | |
| FEDERAL TRANSIT CLUSTER | | | | | |
| Bus and Bus Facilities Formula & Discretionary Programs | 20,528 | State of New Hampshire-Department of Transportation | 2 Buses | 180,415 | |
| | | | DOT-TOTAL | \$ 2,299,546 | |
| US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT | | | | | |
| Emergency Solutions Grant | 14,231 | State of New Hampshire | 05-05-42-423010-7827 | \$ 21,586 | |
| CV-Emergency Solutions Grant | 14,231 | State of New Hampshire | 05-05-42-423010-7927 | 430,021 | |
| | | | TOTAL | 451,607 | |
| CV-CDBG State's Program & Non-Entitlement Grants in Hawaii | 14,228 | COFA | 20-007-COFS-CV3-CVPS | 20,861 | |
| Supportive Housing | 14,235 | State of New Hampshire | 05-05-42-423010-7827-102-500731 | 142,108 | |
| Continuum of Care Program | 14,287 | State of New Hampshire | 05-05-42-423010-7827-102-500731 | 34,847 | |
| | | | HUD TOTAL | \$ 649,521 | |
| US DEPARTMENT OF ENERGY | | | | | |
| Weatherization Assistance for Low Income Persons | 81,042 | State of New Hampshire | 01-02-02-024010-77060000 | \$ 269,908 | |
| | | | DOE TOTAL | \$ 269,908 | |
| US DEPARTMENT OF LABOR | | | | | |
| Senior Community Service Employment Program | 17,235 | State of New Hampshire | 03-22-22-330510-1453000 | \$ 367,195 | |
| | | | DOL TOTAL | \$ 367,195 | |
| U.S. DEPARTMENT OF THE TREASURY | | | | | |
| Coronavirus Relief Fund | 21,019 | State of New Hampshire | SS-2021-BHS-03-HOUS1-02 | \$ 24,205 | |
| Emergency Rental Assistance Program | 21,023 | Governor's Office for Emergency Relief & Recovery | | 15,252,459 | |
| | | | US-TREASURY TOTAL | \$ 15,276,664 | |
| | | | TOTAL | \$ 40,785,147 | \$ 6,749,278 |

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 28, 2022**

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 28, 2022. 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

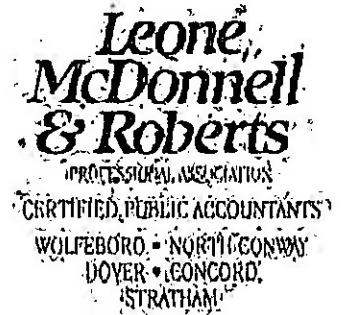
INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not 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.



**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.
Concord, 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 Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 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, and have issued our report thereon dated September 8, 2022.

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

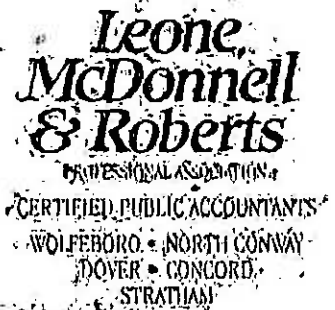
As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance 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*

Concord, New Hampshire
September 8, 2022



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.,
Concord, New Hampshire

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 28, 2022. 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 28, 2022.

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.

Leon McDermott & Roberts
Professional Association

Concord, New Hampshire
September 8, 2022

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2022

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 Health and Human Services, Aging Cluster 93.044, 93.045 and 93.053; U.S. Department of Transportation, Formula Grants for Rural Areas, 20.509;
 - U.S. Department of the Treasury, Emergency Rental Assistance Program, 21.023.
8. The threshold for distinguishing Type A and B programs was \$1,223,554.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED FEBRUARY 28, 2022

MATERIAL WEAKNESS

2021-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork included accounts that had not been reconciled accurately or in a timely manner.

Recommendation: The auditors recommend that the financial close process includes a review of all significant accounts.

Current Status: Accounts have been reconciled accurately and in a timely manner. Not a repeated finding in the current year.



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



BOARD OF DIRECTORS

| | |
|---|--|
| Dennis T. Martino, <i>President</i> Board member since: 2/24/2005 | Tracy Vergason Board member since: 5/12/2022 |
| Chris Pyles, <i>Vice President</i> Board member since: 1/14/2021 | Sara A. Lewko Human Resources Director Merrimack County Commissioners Board member since: 2/21/2001 |
| Safiya Wazir, <i>Treasurer</i> Board member since: 11/2/2016 | David Siff, Esq. Board member since: 10/2/2013 |
| A. Bruce Carri, <i>Secretary/Clerk</i> Board member since: 3/12/2020 | David Croft, Sheriff Merrimack County Board member since: 5/13/2021 |
| Heather Brown Board member since: 1/15/2009 | |
| Ashley Reed HS Policy Council Chairperson Board member since: 5/12/2022 | |

Current fiscal year (3/1/22 – 2/28/23) board meetings – 3/10/22, 5/12/22, 9/8/22, 11/10/22, 1/12/23

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
Executive Director

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 customer expectations
- 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

MICHAEL TABORY

SUMMARY OF QUALIFICATIONS

Over 20 years of demonstrated leadership in non-profit, corporate, and consulting management and supervisory roles, including Human Resources, Information Management & Technology Infrastructure, Project Management, Operations Management, and Sales & Marketing Management.

HIGHLIGHTS

- Strong decision making and multi-tasking skills in a dynamic business environment.
- Effective utilizing a Strength Based approach to leadership and management through the identification of strengths, qualities and skills of individuals.
- Excellent verbal and written communications skills in a business environment.
- Strong analytical and problem solving skills.
- Demonstrated skills in business process analysis, requirements definition and project scoping for software solutions and implementation.
- Proven experience managing compliance with Federal and State program regulations.
- Open minded, with a positive attitude.

PROFESSIONAL EXPERIENCE

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

PO Box 1016, Concord, NH 03302

October 2018 – Present

Deputy Director

- Assists the Executive Director in the financial management, operations management and execution of the mission of Community Action Program Belknap-Merrimack Counties, Inc.
- Works closely with the Executive Director and in partnership with the entire staff, to ensure the smooth operation of the organization's key day-to-day functions.
- Oversees the personnel structure of the Agency and ensures compliance with federal, state and local laws and regulations and agency personnel policies.
- Develops collaborative professional relationships with other Agency staff, community-based providers and regulatory/funding sources.
- Performs program oversight and management, including interviewing, hiring, scheduling, training, supervising, evaluating and developing subordinate staff, and resolving employee problems; assigns tasks to maximize individual and team performance; ensures compliance with Agency policies and procedures.
- Provides oversight and leadership of Agency technology infrastructure, and works with Executive Director to develop facilities grown
- Assists Board of Director subcommittees with their role in planning, monitoring and evaluating the Agency's programs.

SOUTHERN NEW HAMPSHIRE SERVICES

PO Box 5040, Manchester, NH 03108

August 2006 – October 2018

Human Resources Director (March 2009 – October 2018)

- Manage all agency Human Resource office functions.
- Responsible for ensuring compliance with all Federal and NH State labor law, including but not limited to ADA, FMLA, FLSA, Anti-Discrimination, wage and hour.
- Work with leadership team in the ongoing development, review and revision of agency Personnel Policies.

- Provide leadership, guidance, and training to agency directors, managers and supervisors regarding hiring, performance management, disciplinary action and employment termination.
- Recommend and assist in coordination of technology infrastructure, including mission critical information management software solutions, telecommunications, and connectivity.
- Introduced and led the implementation process of migrating the agency's Human Resource Management and Payroll to a cloud based solution.
- Defined, designed and led the implementation of the agency intranet (iNet). Maintain content of iNet and provide technical support to agency website content and site maintenance.
- Coordinate purchase requisition and receiving for all agency technology purchases including computers, tablets, software, and printers to ensure consistency and compatibility of products placed on our network, and support by MIS department.
- Participate in agency insurance renewal decisions and maintenance, including Health, Vision, Dental, Property and Casualty, Directors and Officers, Workers Compensation.
- Act as Safety Coordinator in conjunction with the agency Joint Loss Committee.

WIA Quality Assurance Manager and Statewide Monitor (August 2006 – March 2009)

- Responsible for reviewing and ensuring eligibility and federal compliance of all WIOA participants.
- Provide eligibility and data validation training to all WIA staff.
- Maintain WIA Operations Manual.
- Contribute and review program grant submissions.
- Responsible for on-site program monitoring of all WIA Career Navigators statewide including subcontracted CAP agencies to ensure program compliance with federal regulations.

THE WILLIAM PALMER HOMESTEAD GROUP

PO Box 916, Milton, NH 03851

November 2001 – August 2006

Owner/Independent Consultant

- Database and Website architecture, design, development, and maintenance.
- Small and large scale Project Management.
- Office workflow analysis.
- Graphic Design and Marketing Support.

CHORUSAMERICA, LLC

650 Islington Street, Portsmouth, NH 03801

April 2001 – October 2001

Project Manager/Consultant & Business Development Manager

- Responsible for all aspects of planning and managing implementation of eBusiness solutions for Fortune 1000 companies, including resource allocation, budgeting, and time management.
- Responsible for working with clients and developers to define Design Specifications, Project Scope, and Project Plans.
- Define Marketing campaigns; produce marketing collateral and customer communications, presentations and corporate message.

PREFERRED CAPITAL CORPORATION

100 Main Street, Suite 150, Dover, NH 03820

March 1998 – January 2001

Credit Manager / Human Resources Manager / MIS Manager

- Define and implement credit department policies and procedures for the New Hampshire office.
- Responsible for relationship and communication with national funding sources.
- Responsible for recruiting, interviewing, hiring, discipline and morale of office personnel.
- Responsible for definition and enforcement of company policies and overall office operations.
- Ensure smooth operation of office technology including, network, phone system, and end user support.
- Provide Marketing Creative, Collateral and Support, Sales Statistics and Analysis.

CABLETRON SYSTEMS, INC.

35 Industrial Way, Rochester, NH 03867

February 1992 – March 1996

SPECTRUM International Partners Program Manager

- Provide marketing support and recruit new network technology manufacturers and vendors for product integration with Cabletron's SPECTRUM.
- Responsible for marketing and managing the Partners Program and its staff.

Software Engineer

- Responsibilities include technical leadership and project coordination in multi-engineer and cross-departmental projects.
- Responsible for all phases of development of mission critical information management applications.

ADDITIONAL EXPERIENCE

- Town of Milton NH Zoning Board of Adjustment – Chairperson.
- Town of Milton NH Planning Board – Chairperson.
- Friends of the Milton Free Public Library (non-profit organization) – Chairperson.
- Over 10 years of customer service and sales experience and over 3 years of sales leadership.
- Landlord – owner-occupied three-unit historic residence.
- Greyhound Pets of America – volunteer and foster home.

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY

Portsmouth, NH – MBA coursework

UNIVERSITY OF NEW HAMPSHIRE

Durham, NH - Bachelor of Science - Computer Science 1991

UNIVERSITY OF LANCASTER

Lancaster, Lancashire, England - Computer Science - 1987-1988

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 salesman 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

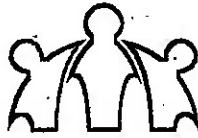
Member of National Honor Society, named to Honor Roll for 3 years

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.



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



KEY PERSONNEL SHEET

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-----------------|-------------------------|---------------|----------------------------------|---------------------------------------|
| Jeanne Agri | Chief Executive Officer | \$145,916.10 | 90% | \$131,324.49 |
| Michael Tabor | Chief Operating Officer | \$119,900.00 | 0% | \$ 0.00 |
| Jill Lesmerises | Chief Fiscal Officer | \$103,000.04 | 0% | \$ 0.00 |

45 GAC



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

Lori A. Shitbette
 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.dbhs.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 |

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

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

See attached fiscal details.

EXPLANATION

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

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

The Contractors will provide meals using the following three methods:

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

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

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

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

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

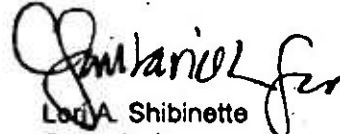
Area Served: Statewide.

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

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

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

Respectfully submitted,


Lori A. Shabinette
Commissioner

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

Project ID # RFA-2023-BEAS-04-BEASN
Project Title BEAS Nutrition Services

| | Maximum Points Available | CAP-BM | Gibson Center | Grafton County Senior Citizens Council | Hillsborough County Meals on Wheels | Newport Senior Center | Rockingham Nutrition & Meals on Wheels | Stafford Nutrition & Meals on Wheels | Tri-County CAP | VNA at HCS | Ossipee Concerned Citizens |
|---------------------|--------------------------|------------|---------------|--|-------------------------------------|-----------------------|--|--------------------------------------|----------------|------------|----------------------------|
| 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 |
| | | <i>Subtotal</i> | <i>\$ 2,237,759.86</i> |

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

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

| 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-01 (BEAS Nutrition Services)

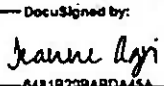
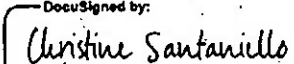
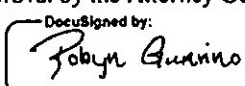
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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:  Date: 6/4/2022 | | 1.12 Name and Title of Contractor Signatory Jeanne Agri Chief Executive Officer | |
| 1.13 State Agency Signature DocuSigned by:  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: 6/6/2022 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable). G&C Item number: _____ G&C Meeting Date: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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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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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.

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

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

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Scope of Services

1. Statement of Work

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

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Community Action Program Belknap and Merrimack Counties, Inc.

Contractor Initials

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

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

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- 1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.
- 1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.
- 1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.
- 1.8. Client Assessments and Service Plans
 - 1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
 - 1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.
- 1.9. Person-Centered Provision of Services
 - 1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.
- 1.10. Client Donations and Fees
 - 1.10.1. To comply with the requirements for Title III Services, the Contractor:
 - 1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, ~~except~~

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as stated in Section 1.11. Adult Protection Services;

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

1.11. Adult Protection Services

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

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

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

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

1.12. Referring Clients to Other Services

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

1.13. Client Wait Lists

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

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

1.14. Criminal Background Check and BEAS State Registry Checks

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

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

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

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

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EXHIBIT B

awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explanation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 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:

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

EXHIBIT B

- 1.18.3.1.1. The number of meals served by client and by town.
- 1.18.3.1.2. The number of meals served in the aggregate.
- 1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.
- 1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

- 1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.
- 1.19.2. The Contractor shall ensure:
 - 1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.
- 1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:
 - 1.19.3.1. Data.
 - 1.19.3.2. Financial records.
 - 1.19.3.3. Scheduled and unscheduled access to Contractor work site, locations, work spaces and associated facilities.
 - 1.19.3.4. Scheduled phone access to Contractor staff.
 - 1.19.3.5. Timely unshceduled 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

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Community Action Program Belknap and Merrimack Counties, Inc.

Contractor Initials jl
Date 6/4/2022

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

EXHIBIT B

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any ^{and all}

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

EXHIBIT B

original materials produced, including, but not limited to:

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

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

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

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

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

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

EXHIBIT B

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

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

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

JA

**New Hampshire Department of Health and Human Services,
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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.

Contractor Initials JA
Date 6/4/2022



New Hampshire Department of Health and Human Services
BEAS Nutrition Services

Exhibit B-1

GEOGRAPHIC AREA SERVED

| Name of Service | County/Counties | Towns/Cities where Services will be offered |
|----------------------------------|----------------------|---|
| Title III-C Home Delivered Meals | 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 |

**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:


**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.

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Community Action Program Belknap and Merrimack Counties, Inc.

Contractor Initials 
Date 6/4/2022

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

EXHIBIT C

-
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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 | \$ 338,860.13 |
| 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 |
| Totals | | 239,928 | | \$ 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 | \$ 338,860.13 |
| 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 |
| Totals | | 239,928 | | \$ 1,945,816.08 |
| | | | | |
| | | | Total Award | \$ 3,891,632.16 |

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

Vendor Name: Community Action Program Belknap-Merrimack Coun

6/4/2022

Date

DocuSigned by:

Jeanne Agri

Name: Jeanne Agri

Title: Chief Executive Officer

Vendor Initials JA
Date 6/4/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Community Action Program Belknap-Merrimack Cour

6/4/2022

Date

DocuSigned by:

Jeanne Agri

Name: Jeanne Agri

Title: Chief Executive Officer

DS
JA

Vendor Initials

6/4/2022

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

DS
JA
Contractor Initials
Date 6/4/2022



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Community Action Program Belknap-Merrimack (

6/4/2022

Date

DocuSigned by:

Jeanne Agri

Name: Jeanne Agri

Title: Chief Executive Officer

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit 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: Community Action Program Belknap-Merrimack Co.

6/4/2022

Date: _____

DocuSigned by:

Jeanne Agri

Name: Jeanne Agri

Title: Chief Executive Officer



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

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Contractor Initials

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Date 6/4/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 6/4/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

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
Associate Commissioner

Name of Authorized Representative

Chief Executive Officer

Title of Authorized Representative

Title of Authorized Representative

6/6/2022

6/4/2022

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: Community Action Program Belknap-Merrimack C

6/4/2022

Date

DocuSigned by:

Name: Jeanne Agri

Title: Chief Executive Officer

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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: 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?

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev. 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach; promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**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").

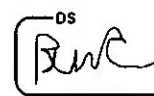
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

3/22/2023

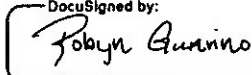
Date

Gibson Center for Senior Services, Inc.
DocuSigned by:
Barbara W. Campbell
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:

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:

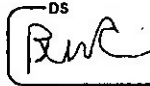
**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Gibson Center for Senior Services, Inc.
EXHIBIT C – Amendment 1**

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

RFA-2023-BEAS-04-BEASN-02-A01

Gibson Center for Senior Services, Inc.

Contractor Initials 
Date 3/22/2023

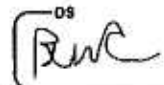
**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Gibson Center for Senior Services, Inc.
EXHIBIT C – Amendment 1**

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:



**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Gibson Center for Senior Services, Inc.
EXHIBIT C – Amendment 1**

- 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 | | | 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 |

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: 0005899544



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Anthony Capone 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 15, 2022 at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That Barbara W. Campbell, President and/or Kelly Drew, Vice President
(Name and Title of Contract Signatory) (may list more than one person)

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: March 15, 2023



Signature of Elected Officer
Name: Anthony Capone
Title: Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2022

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 2480 3277 White Mountain Highway North Conway NH 03860 | CONTACT NAME: Heather Clement, CIC | | PHONE (A/C No, Ext): (603) 356-6926 FAX (A/C No): (603) 356-8934 E-MAIL ADDRESS: HClement@chalmersinsurancegroup.com |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED Gibson Center for Senior Services, Inc. PO Box 655 North Conway NH 03860-0655 | INSURER A: Acadia Insurance Company | | NAIC # 31325 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 22/23 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 | ADDITIONAL INSURED | SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|--------------------|---------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | CPA0011316-38 | 05/01/2022 | 05/01/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CAA0011368-39 | 05/01/2022 | 05/01/2023 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | CUA0011368-38 | 05/01/2022 | 05/01/2023 | 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) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WCA0018862-38 | 05/01/2022 | 05/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 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

CANCELLATION

| | |
|--|---|
| State of New Hampshire NH Dept of Health & Human Svcs 129 Pleasant Street Concord NH 03301-3857 | 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, 2022 and 2021

and

Independent Auditor's Report

<

**GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE**

CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022 and 2021

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CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

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, 2022 and 2021, 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, 2022 and 2021, 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 Chukay & Company PC

Manchester, New Hampshire
October 28, 2022

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
June 30, 2022 and 2021**

| | <u>2022</u> | <u>2021</u> |
|---|----------------------------|----------------------------|
| ASSETS | | |
| CURRENT ASSETS: | | |
| Cash and cash equivalents | \$ 332,803 | \$ 357,220 |
| Investments | 414,387 | 165,370 |
| Accounts receivable | 44,136 | 55,555 |
| Prepaid expenses | 79,471 | 33,694 |
| Inventory | <u>2,397</u> | <u>2,397</u> |
| TOTAL CURRENT ASSETS | <u>873,194</u> | <u>614,236</u> |
| NONCURRENT ASSETS: | | |
| New Hampshire Charitable Foundation Restricted Fund | 869,968 | 959,340 |
| Property and equipment, net | <u>2,649,653</u> | <u>2,604,604</u> |
| TOTAL NONCURRENT ASSETS | <u>3,519,621</u> | <u>3,563,944</u> |
| | | |
| TOTAL ASSETS | <u>\$ 4,392,815</u> | <u>\$ 4,178,180</u> |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES: | | |
| Accounts payable | \$ 27,044 | \$ 21,553 |
| Accrued expenses | 42,284 | 44,007 |
| Deferred income | 750 | 730 |
| Security deposit payable | 12,453 | 10,923 |
| Current portion of mortgage note payable | <u>19,945</u> | <u>18,867</u> |
| TOTAL CURRENT LIABILITIES | <u>102,476</u> | <u>96,080</u> |
| NONCURRENT LIABILITIES: | | |
| SBA note payable, less current portion | - | 102,000 |
| Mortgage note payable, less current portion | <u>45,326</u> | <u>65,289</u> |
| TOTAL NONCURRENT LIABILITIES | <u>45,326</u> | <u>167,289</u> |
| TOTAL LIABILITIES | <u>147,802</u> | <u>263,369</u> |
| NET ASSETS: | | |
| Without donor restrictions: | | |
| Undesignated | 3,209,246 | 2,829,041 |
| Board reserved for capital acquisitions | 983,178 | 1,072,395 |
| With donor restrictions: | | |
| Purpose restrictions | <u>52,589</u> | <u>13,375</u> |
| TOTAL NET ASSETS | <u>4,245,013</u> | <u>3,914,811</u> |
| | | |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 4,392,815</u> | <u>\$ 4,178,180</u> |

See notes to consolidated financial statements

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2022 and 2021**

| | <u>2022</u> | <u>2021</u> |
|--|---------------------|---------------------|
| CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS | | |
| REVENUE AND SUPPORT | | |
| Fees and grants from governmental agencies | \$ 502,764 | \$ 326,704 |
| Town appropriations | 55,500 | 55,500 |
| Contributions | 517,035 | 268,313 |
| Fundraising | 157,963 | 123,882 |
| Rental income | 168,385 | 157,970 |
| Interest and dividend income | 7,322 | 5,833 |
| Other income | 143,893 | 122,905 |
| Gain on sale of assets | 2,000 | 5,725 |
| Net realized and unrealized gain (loss) on investments | (122,507) | 254,360 |
| Net assets released from donor restrictions | <u>13,611</u> | <u>49,923</u> |
| TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS | <u>1,445,966</u> | <u>1,371,115</u> |
| EXPENSES | | |
| Program Services: | | |
| Nutrition | 407,554 | 392,292 |
| Transportation | 98,410 | 57,523 |
| Social and Educational | 105,224 | 76,477 |
| Home-share | - | 510 |
| Total Program Services | <u>611,188</u> | <u>526,802</u> |
| Supporting Services: | | |
| Management and general | 380,089 | 342,382 |
| Fundraising | <u>163,701</u> | <u>250,226</u> |
| Total Supporting Services | <u>543,790</u> | <u>592,608</u> |
| TOTAL EXPENSES | <u>1,154,978</u> | <u>1,119,410</u> |
| INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS | <u>290,988</u> | <u>251,705</u> |
| CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS | | |
| Grants | 52,825 | 15,000 |
| Net assets released from donor restrictions | <u>(13,611)</u> | <u>(49,923)</u> |
| INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS | <u>39,214</u> | <u>(34,923)</u> |
| CHANGE IN NET ASSETS | 330,202 | 216,782 |
| NET ASSETS, July 1 | <u>3,914,811</u> | <u>3,698,029</u> |
| NET ASSETS, June 30 | <u>\$ 4,245,013</u> | <u>\$ 3,914,811</u> |

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSE
For the Year Ended June 30, 2022

| | Program Services | | | | Total Program Services | Supporting Services | | | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|---------------------------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | Total Supporting Services | |
| Salaries and wages | \$ 228,302 | \$ 45,269 | \$ 51,034 | \$ - | \$ 324,605 | \$ 63,284 | \$ 91,647 | \$ 154,931 | \$ 479,536 |
| Payroll taxes | 17,296 | 3,411 | 3,825 | - | 24,532 | 5,070 | 6,896 | 11,966 | 36,498 |
| Employee benefits | 13,304 | 2,424 | 12,258 | - | 27,986 | 10,327 | 16,909 | 27,236 | 55,222 |
| Total Salaries and Related Expenses | 258,902 | 51,104 | 67,117 | - | 377,123 | 78,681 | 115,452 | 194,133 | 571,256 |
| Food | 55,819 | - | - | - | 55,819 | - | - | - | 55,819 |
| Direct program expenses | 23,305 | 20,234 | 30,678 | - | 74,217 | - | 18,563 | 18,563 | 92,780 |
| Travel | 210 | - | - | - | 210 | 317 | - | 317 | 527 |
| Conferences and training | 4,338 | - | 373 | - | 4,711 | 175 | - | 175 | 4,886 |
| Insurance | 6,843 | 2,431 | 2,431 | - | 11,705 | 14,899 | 2,566 | 17,465 | 29,170 |
| Telephone | 816 | 306 | 306 | - | 1,428 | 1,079 | 306 | 1,385 | 2,813 |
| Professional services | 5,542 | 1,553 | 1,553 | - | 8,648 | 10,274 | 22,013 | 32,287 | 40,935 |
| Postage | 199 | - | - | - | 199 | 426 | 85 | 511 | 710 |
| Office expenses | 17,243 | 1,174 | 2,101 | - | 20,518 | 5,473 | 2,931 | 8,404 | 28,922 |
| Public relations/communications | 1,054 | 85 | 665 | - | 1,804 | - | 953 | 953 | 2,757 |
| Special events | - | - | - | - | - | - | 832 | 832 | 832 |
| Utilities | 17,376 | 2,281 | - | - | 19,657 | 46,063 | - | 46,063 | 65,720 |
| Repairs and maintenance | 15,907 | 3,152 | - | - | 19,059 | 78,859 | - | 78,859 | 97,918 |
| Foundation and investment expenses | - | - | - | - | - | 8,571 | - | 8,571 | 8,571 |
| Interest expense | - | - | - | - | - | 4,252 | - | 4,252 | 4,252 |
| Payments in lieu of real estate taxes | - | - | - | - | - | 15,878 | - | 15,878 | 15,878 |
| Total Expenses Before Depreciation | 407,554 | 82,320 | 105,224 | - | 595,098 | 264,947 | 163,701 | 428,648 | 1,023,746 |
| Depreciation expense | - | 16,090 | - | - | 16,090 | 115,142 | - | 115,142 | 131,232 |
| Total Expenses | \$ 407,554 | \$ 98,410 | \$ 105,224 | \$ - | \$ 611,188 | \$ 380,089 | \$ 163,701 | \$ 543,790 | \$ 1,154,978 |

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSE
For the Year Ended June 30, 2021

| | Program Services | | | | Total Program Services | Supporting Services | | | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|---------------------------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | Total Supporting Services | |
| Salaries and wages | \$ 227,883 | \$ 28,300 | \$ 46,246 | \$ - | \$ 302,429 | \$ 62,642 | \$ 166,963 | \$ 229,605 | \$ 532,034 |
| Payroll taxes | 18,003 | 2,342 | 3,663 | - | 24,008 | 4,549 | 12,801 | 17,350 | 41,358 |
| Employee benefits | 21,556 | 3,136 | 13,936 | - | 38,628 | 13,644 | 21,962 | 35,606 | 74,234 |
| Total Salaries and Related Expenses | 267,442 | 33,778 | 63,845 | - | 365,065 | 80,835 | 201,726 | 282,561 | 647,626 |
| Food | 47,523 | - | - | - | 47,523 | - | - | - | 47,523 |
| Direct program expenses | 26,705 | 13,337 | 6,119 | - | 46,161 | - | 14,884 | 14,884 | 61,045 |
| Travel | 27 | - | - | - | 27 | 442 | - | 442 | 469 |
| Conferences and training | 831 | 145 | - | - | 976 | 25 | - | 25 | 1,001 |
| Insurance | 6,922 | 2,457 | 2,457 | - | 11,836 | 14,371 | 2,592 | 16,963 | 28,799 |
| Telephone | 906 | 296 | 296 | - | 1,498 | 1,363 | 296 | 1,659 | 3,157 |
| Professional services | 4,871 | 1,300 | 1,300 | - | 7,471 | 5,846 | 22,100 | 27,946 | 35,417 |
| Postage | 195 | 6 | - | - | 201 | 419 | 57 | 476 | 677 |
| Office expenses | 5,459 | 1,044 | 2,460 | 510 | 9,473 | 2,651 | 4,005 | 6,656 | 16,129 |
| Public relations/communications | 1,409 | 280 | - | - | 1,689 | - | 4,455 | 4,455 | 6,144 |
| Special events | - | - | - | - | - | - | 111 | 111 | 111 |
| Utilities | 14,236 | 1,893 | - | - | 16,129 | 33,986 | - | 33,986 | 50,115 |
| Repairs and maintenance | 15,766 | 2,987 | - | - | 18,753 | 61,150 | - | 61,150 | 79,903 |
| Foundation and investment expenses | - | - | - | - | - | 7,627 | - | 7,627 | 7,627 |
| Interest expense | - | - | - | - | - | 5,287 | - | 5,287 | 5,287 |
| Payments in lieu of real estate taxes | - | - | - | - | - | 15,029 | - | 15,029 | 15,029 |
| Total Expenses Before Depreciation | 392,292 | 57,523 | 76,477 | 510 | 526,802 | 229,031 | 250,226 | 479,257 | 1,006,059 |
| Depreciation expense | - | - | - | - | - | 113,351 | - | 113,351 | 113,351 |
| Total Expenses | \$ 392,292 | \$ 57,523 | \$ 76,477 | \$ 510 | \$ 526,802 | \$ 342,382 | \$ 250,226 | \$ 592,608 | \$ 1,119,410 |

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, 2022 and 2021**

| | <u>2022</u> | <u>2021</u> |
|---|--------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Cash received from grants and contributions | \$ 1,103,200 | \$ 703,805 |
| Interest income received | 4,151 | 2,625 |
| Other income received | 398,211 | 327,103 |
| Cash paid to employees | (481,114) | (526,999) |
| Cash paid to suppliers | (528,436) | (486,912) |
| Payments in lieu of tax | (15,878) | (15,029) |
| Interest paid | <u>(4,252)</u> | <u>(5,287)</u> |
| Net Cash Provided (Used) by Operating Activities | <u>475,882</u> | <u>(694)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Distributions from New Hampshire Charitable Foundation | 37,554 | 34,075 |
| Proceeds from sale of property and equipment | 2,000 | 5,725 |
| Purchases of investments | (303,592) | (2,430) |
| Prepayment on property and equipment | (41,095) | |
| Purchases of property and equipment | <u>(176,281)</u> | <u>(102,911)</u> |
| Net Cash Used for Investing Activities | <u>(481,414)</u> | <u>(65,541)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Proceeds from SBA note payable | - | 102,000 |
| Payments on mortgage note payable | <u>(18,885)</u> | <u>(17,849)</u> |
| Net Cash Provided (Used) for Financing Activities | <u>(18,885)</u> | <u>84,151</u> |
| NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS | (24,417) | 17,916 |
| CASH AND EQUIVALENTS, July 1 | <u>357,220</u> | <u>339,304</u> |
| CASH AND EQUIVALENTS, June 30 | <u>\$ 332,803</u> | <u>\$ 357,220</u> |
| NON-CASH INVESTING AND FINANCING TRANSACTIONS | | |
| Net increase (decrease) in value of restricted funds held by NHCF | <u>\$ (67,932)</u> | <u>\$ 249,941</u> |
| Net change in fair value of investments | <u>\$ (54,575)</u> | <u>\$ -</u> |
| Forgiveness of SBA note payable | <u>\$ 102,000</u> | <u>\$ 111,000</u> |

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Years Ended June 30, 2022 and 2021

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

**GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

For the Years Ended June 30, 2022 and 2021

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.

Donated Services, Materials and Facilities

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 fundraising revenue, for the years ended June 30, 2022 and 2021 was \$114,053 and \$87,766, 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:

| | <u>Nutrition</u> | <u>Transportation</u> | <u>Social and Educational</u> | <u>Management and General</u> | <u>Fundraising</u> |
|-------------------------|------------------|-----------------------|-----------------------------------|---------------------------------------|--------------------|
| 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% | |

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2022 and 2021

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 certificates of deposit with a maturity of greater than ninety days from the date of issuance, fixed income mutual funds and equity mutual funds are carried at their market value at June 30, 2022 and June 30, 2021. Interest income is reflected in the statements of activities.

At June 30, 2022 and 2021, the market value of investments consists of the following:

| | <u>2022</u> | <u>2021</u> |
|----------------------------|-------------------|-------------------|
| Certificates of deposit | \$ 165,958 | \$ 165,370 |
| Fixed-income mutual funds | 65,219 | |
| Equity mutual funds | 183,210 | |
| Total assets at fair value | <u>\$ 414,387</u> | <u>\$ 165,370</u> |

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:

| | <u>Years</u> |
|------------------------------------|--------------|
| Land improvements | 5-39 |
| Building and building improvements | 5-40 |
| Equipment and vehicles | 3-15 |
| Furniture and fixtures | 5-39 |

**GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

For the Years Ended June 30, 2022 and 2021

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, 2022 and 2021:

| | <u>Receivables</u> | <u>Contract Assets</u> | <u>Contract Liabilities</u> |
|---------------|--------------------|----------------------------|---------------------------------|
| June 30, 2022 | \$ - | \$ - | \$ 750 |
| June 30, 2021 | \$ - | \$ - | \$ 730 |
| June 30, 2020 | \$ - | \$ - | \$ 715 |

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.

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2022 and 2021

Bad Debts

The Organization uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2022 and 2021, 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, 2022, 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, 2022, and 2021, 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—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 have been invested in certificates of deposit.

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

For the Years Ended June 30, 2022 and 2021

The following table reflects the Organization's financial assets as of June 30, 2022 and 2021, 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:

| | <u>2022</u> | <u>2021</u> |
|---|-------------------|-------------------|
| Cash and cash equivalents | \$ 332,803 | \$ 357,220 |
| Investments | 414,387 | 165,370 |
| Accounts receivable | <u>44,136</u> | <u>55,555</u> |
| Total Financial Assets | 791,326 | 578,145 |
| Less: | | |
| Net assets with donor restrictions | (52,589) | (13,375) |
| Investments included in Board designated capital reserve | <u>(113,210)</u> | <u>(113,055)</u> |
| Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year | <u>\$ 625,527</u> | <u>\$ 451,715</u> |

NOTE 3—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. Deposits of the Organization in excess of federally insured limits and uncollateralized as of June 30, 2022, totaled \$132,772. Deposits of the Affiliate were fully insured as of June 30, 2022.

NOTE 4—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.

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2022 and 2021

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.

Certificates of Deposit: Valued at acquisition cost which approximates 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 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 assets at fair value:

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2022 and 2021

Assets at Fair Value as of June 30, 2022

| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|--|-------------------|----------------|-------------------|---------------------|
| Certificates of Deposit | \$ 165,958 | | | \$ 165,958 |
| Fixed-income mutual funds | 65,219 | | | 65,219 |
| Equity mutual funds | 183,210 | | | 183,210 |
| New Hampshire Charitable Foundation Restricted Fund | | | \$ 869,968 | 869,968 |
| Total assets at fair value | <u>\$ 414,387</u> | <u>\$ -</u> | <u>\$ 869,968</u> | <u>\$ 1,284,355</u> |

Assets at Fair Value as of June 30, 2021

| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|--|-------------------|----------------|-------------------|---------------------|
| Certificates of Deposit | \$ 165,370 | | | \$ 165,370 |
| New Hampshire Charitable Foundation Restricted Fund | | | \$ 959,340 | 959,340 |
| Total assets at fair value | <u>\$ 165,370</u> | <u>\$ -</u> | <u>\$ 959,340</u> | <u>\$ 1,124,710</u> |

The reported change in the investments which use fair value measurements that use significant unobservable inputs (Level 3) is as follows:

| | <u>2022</u> | <u>2021</u> |
|---------------------------------------|-------------------|-------------------|
| Balance at July 1 | \$ 959,340 | \$ 743,474 |
| Contributions received | 20,928 | - |
| Dividend and interest income | 3,757 | 3,208 |
| Realized gain (loss) on investments | 40,479 | 42,761 |
| Unrealized gain (loss) on investments | (108,411) | 211,599 |
| | (43,247) | 257,568 |
| Investment fees and expenses | (8,571) | (7,627) |
| Total Return - net of investment fees | (51,818) | 249,941 |
| Distributions | (37,554) | (34,075) |
| Balance at June 30 | <u>\$ 869,968</u> | <u>\$ 959,340</u> |

NOTE 5—ACCOUNTS RECEIVABLE

Accounts receivable consist of the following at June 30, 2022 and 2021:

| | <u>2022</u> | <u>2021</u> |
|--|------------------|------------------|
| Town appropriations | \$ 14,000 | \$ 14,000 |
| Fees and grants from governmental agencies | 26,375 | 27,894 |
| Promises to give | | 10,000 |
| Other | 3,761 | 3,661 |
| | <u>\$ 44,136</u> | <u>\$ 55,555</u> |

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

For the Years Ended June 30, 2022 and 2021

NOTE 6—PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2022 and 2021 is as follows:

| | <u>2022</u> | <u>2021</u> |
|------------------------------------|---------------------|---------------------|
| <u>Organization</u> | | |
| Land and land improvements | \$ 377,789 | \$ 377,789 |
| Building and building improvements | 1,706,707 | 1,636,306 |
| Equipment and vehicles | 323,710 | 281,753 |
| Furniture and fixtures | <u>81,640</u> | <u>82,840</u> |
| | 2,489,846 | 2,378,688 |
| Less accumulated depreciation | <u>(1,034,780)</u> | <u>(1,004,615)</u> |
| | <u>\$ 1,455,066</u> | <u>\$ 1,374,073</u> |
| | | |
| | <u>2022</u> | <u>2021</u> |
| <u>Affiliate</u> | | |
| Land and land improvements | \$ 328,600 | \$ 328,600 |
| Building and building improvements | 1,328,590 | 1,328,590 |
| Equipment and vehicles | 116,252 | 112,927 |
| Furniture and fixtures | <u>109,127</u> | <u>103,210</u> |
| | 1,882,569 | 1,873,327 |
| Less accumulated depreciation | <u>(687,982)</u> | <u>(642,796)</u> |
| | <u>\$ 1,194,587</u> | <u>\$ 1,230,531</u> |
| | | |
| | <u>2022</u> | <u>2021</u> |
| <u>Consolidated</u> | | |
| Land and land improvements | \$ 706,389 | \$ 706,389 |
| Building and building improvements | 3,035,297 | 2,964,896 |
| Equipment and vehicles | 439,962 | 394,680 |
| Furniture and fixtures | <u>190,767</u> | <u>186,050</u> |
| | 4,372,415 | 4,252,015 |
| Less accumulated depreciation | <u>(1,722,762)</u> | <u>(1,647,411)</u> |
| | <u>\$ 2,649,653</u> | <u>\$ 2,604,604</u> |

NOTE 7—ACCRUED EXPENSES

Accrued expenses consist of the following at June 30, 2022 and 2021:

| | <u>2022</u> | <u>2021</u> |
|---------------------|------------------|------------------|
| Accrued salaries | \$ 18,909 | \$ 15,367 |
| Accrued earned time | <u>23,375</u> | <u>28,640</u> |
| | <u>\$ 42,284</u> | <u>\$ 44,007</u> |

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2022 and 2021

NOTE 8—SBA NOTE PAYABLE

During May 2020, the Organization obtained a note payable under the Paycheck Protection Program in the amount of \$111,000. During the year ended June 30, 2021, the Organization applied for and received principal forgiveness in whole by the Small Business Administration under the CARES Act. During January 2021, the Organization obtained a second note payable under the Paycheck Protection Program in the amount of \$102,000. Under the terms of the agreement, the Organization was eligible to apply for principal forgiveness in whole or in part by the Small Business Administration under the CARES Act, once certain eligibility criteria had been satisfied. During August of 2021, the Organization applied for and received principal forgiveness in whole by the Small Business Administration under the CARES Act.

Principal forgiveness has been recognized as revenue within Other Income and without donor restrictions in the amount of \$102,000 and \$111,000 for the years ended June 30, 2022 and 2021, respectively.

NOTE 9—MORTGAGE NOTE PAYABLE

At June 30, 2022 and 2021, the mortgage note payable consists of the following:

| | <u>2022</u> | <u>2021</u> |
|---|-------------|-------------|
| \$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. | \$ 65,271 | \$ 84,156 |

Following are the maturities of the mortgage note payable as of June 30, 2022:

| Year Ending <u>June 30,</u> | <u>Amount</u> |
|--------------------------------|------------------|
| 2023 | \$ 19,945 |
| 2024 | 21,085 |
| 2025 | 24,241 |
| | <u>\$ 65,271</u> |

NOTE 10—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following purpose restricted funding at June 30, 2022 and 2021:

| | <u>2022</u> | <u>2021</u> |
|--------------------------------|------------------|------------------|
| Capital repairs | \$ 40,825 | \$ 2,326 |
| Landscaping and maintenance | 3,026 | |
| Community improvement projects | 2,401 | |
| Website development | 2,700 | 3,012 |
| Senior cyber education | 3,637 | 8,037 |
| | <u>\$ 52,589</u> | <u>\$ 13,375</u> |

GIBSON CENTER FOR SENIOR SERVICES, INC., AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2022 and 2021

NOTE 11—CONCENTRATION OF REVENUE RISK

During the years ended June 30, 2022, and 2021, the Organization received 35% (\$502,764) and 24% (\$326,704), 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 the period of July 1, 2022 through June 30, 2024. Existing transportation program grant agreements with the State of New Hampshire, were extended through December 31, 2022. The State of New Hampshire is currently in the process of awarding transportation program grants for the period of January 1, 2023 through June 30, 2024. It is unknown at this time if the Organization will be awarded a transportation grant, or in what amounts. Revenue is recognized as earned 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, and \$26,400 for the years ended June 30, 2022 and 2021, respectively, and have been eliminated for consolidated reporting.

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 balance as of June 30, 2022 of \$42,271, and interest paid during the year then ended of \$586, 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 28, 2022, 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, 2022**

| | Gibson Center for Senior Services, Inc. | Silver Lake Senior Housing Corporation | Eliminations | Consolidated Totals |
|---|---|--|-----------------------|------------------------|
| ASSETS | | | | |
| CURRENT ASSETS: | | | | |
| Cash and cash equivalents | \$ 221,260 | \$ 111,543 | | \$ 332,803 |
| Investments | 414,387 | | | 414,387 |
| Accounts receivable | 44,136 | | | 44,136 |
| Due from affiliate | 42,271 | | \$ (42,271) | - |
| Prepaid expenses | 43,484 | 35,987 | | 79,471 |
| Inventory | | 2,397 | | 2,397 |
| Investment in affiliate | 1,485,458 | | (1,485,458) | - |
| TOTAL CURRENT ASSETS | <u>2,250,996</u> | <u>149,927</u> | <u>(1,527,729)</u> | <u>873,194</u> |
| NONCURRENT ASSETS: | | | | |
| New Hampshire Charitable Foundation Restricted Fund | 869,968 | | | 869,968 |
| Property and equipment, net | 1,455,066 | 1,194,587 | | 2,649,653 |
| TOTAL NONCURRENT ASSETS | <u>2,325,034</u> | <u>1,194,587</u> | <u>-</u> | <u>3,519,621</u> |
| TOTAL ASSETS | <u>\$ 4,576,030</u> | <u>\$ 1,344,514</u> | <u>\$ (1,527,729)</u> | <u>\$ 4,392,815</u> |
| LIABILITIES AND NET ASSETS | | | | |
| CURRENT LIABILITIES: | | | | |
| Accounts payable | \$ 14,357 | \$ 12,687 | | \$ 27,044 |
| Accrued expenses | 42,284 | | | 42,284 |
| Due to affiliate | | 42,271 | \$ (42,271) | - |
| Deferred income | | 750 | | 750 |
| Security deposit payable | | 12,453 | | 12,453 |
| Current portion of mortgage note payable | | 19,945 | | 19,945 |
| TOTAL CURRENT LIABILITIES | <u>56,641</u> | <u>88,106</u> | <u>(42,271)</u> | <u>102,476</u> |
| NONCURRENT LIABILITIES: | | | | |
| Mortgage note payable, less current portion | | 45,326 | | 45,326 |
| TOTAL NONCURRENT LIABILITIES | | <u>45,326</u> | | <u>45,326</u> |
| TOTAL LIABILITIES | <u>56,641</u> | <u>133,432</u> | <u>(42,271)</u> | <u>147,802</u> |
| NET ASSETS: | | | | |
| Without donor restrictions: | | | | |
| Undesignated | 3,503,622 | 1,191,082 | (1,485,458) | 3,209,246 |
| Board reserved for capital acquisitions | 983,178 | | | 983,178 |
| With donor restrictions: | | | | |
| Purpose restrictions | 32,589 | 20,000 | | 52,589 |
| TOTAL NET ASSETS | <u>4,519,389</u> | <u>1,211,082</u> | <u>(1,485,458)</u> | <u>4,245,013</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 4,576,030</u> | <u>\$ 1,344,514</u> | <u>\$ (1,527,729)</u> | <u>\$ 4,392,815</u> |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2021

| | Gibson Center for Senior Services, Inc. | Silver Lake Senior Housing Corporation | Eliminations | Consolidated Totals |
|---|---|--|-----------------------|------------------------|
| ASSETS | | | | |
| CURRENT ASSETS: | | | | |
| Cash and cash equivalents | \$ 281,788 | \$ 75,432 | | \$ 357,220 |
| Investments | 165,370 | | | 165,370 |
| Accounts receivable | 55,555 | | | 55,555 |
| Prepaid expenses | 16,997 | 16,697 | | 33,694 |
| Inventory | | 2,397 | | 2,397 |
| Investment in affiliate | 1,485,458 | | \$ (1,485,458) | - |
| TOTAL CURRENT ASSETS | 2,005,168 | 94,526 | (1,485,458) | 614,236 |
| NONCURRENT ASSETS: | | | | |
| New Hampshire Charitable Foundation Restricted Fund | 959,340 | | | 959,340 |
| Property and equipment, net | 1,374,073 | 1,230,531 | | 2,604,604 |
| TOTAL NONCURRENT ASSETS | 2,333,413 | 1,230,531 | - | 3,563,944 |
| TOTAL ASSETS | \$ 4,338,581 | \$ 1,325,057 | \$ (1,485,458) | \$ 4,178,180 |
| LIABILITIES AND NET ASSETS | | | | |
| CURRENT LIABILITIES: | | | | |
| Accounts payable | \$ 12,790 | \$ 8,763 | | \$ 21,553 |
| Accrued expenses | 44,007 | | | 44,007 |
| Deferred income | | 730 | | 730 |
| Security deposit payable | | 10,923 | | 10,923 |
| Current portion of mortgage note payable | | 18,867 | | 18,867 |
| TOTAL CURRENT LIABILITIES | 56,797 | 39,283 | \$ - | 96,080 |
| NONCURRENT LIABILITIES: | | | | |
| SBA note payable, less current portion | 102,000 | | | 102,000 |
| Mortgage note payable, less current portion | | 65,289 | | 65,289 |
| TOTAL NONCURRENT LIABILITIES | 102,000 | 65,289 | - | 167,289 |
| TOTAL LIABILITIES | 158,797 | 104,572 | - | 263,369 |
| NET ASSETS: | | | | |
| Without donor restrictions: | | | | |
| Undesignated | 3,096,340 | 1,218,159 | (1,485,458) | 2,829,041 |
| Board reserved for capital acquisitions | 1,072,395 | | | 1,072,395 |
| With donor restrictions: | | | | |
| Purpose restrictions | 11,049 | 2,326 | | 13,375 |
| TOTAL NET ASSETS | 4,179,784 | 1,220,485 | (1,485,458) | 3,914,811 |
| TOTAL LIABILITIES AND NET ASSETS | \$ 4,338,581 | \$ 1,325,057 | \$ (1,485,458) | \$ 4,178,180 |

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2022**

| | 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 | \$ 502,764 | | | \$ 502,764 |
| Town appropriations | 55,500 | | | 55,500 |
| Contributions | 504,035 | \$ 13,000 | | 517,035 |
| Fundraising | 157,963 | | | 157,963 |
| Rental income | 6,300 | 162,085 | | 168,385 |
| Interest and dividend income | 7,882 | 26 | \$ (586) | 7,322 |
| Other income | 166,963 | 4,530 | (27,600) | 143,893 |
| Gain on sale of assets | 2,000 | | | 2,000 |
| Net realized and unrealized gain (loss) on investments | (122,507) | | | (122,507) |
| Net assets released from donor restrictions | 11,285 | 2,326 | | 13,611 |
| TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS | <u>1,292,185</u> | <u>181,967</u> | <u>(28,186)</u> | <u>1,445,966</u> |
| EXPENSES | | | | |
| Program Services: | | | | |
| Nutrition | 407,554 | | | 407,554 |
| Transportation | 98,410 | | | 98,410 |
| Social and Educational | 105,224 | | | 105,224 |
| Home-share | - | | | - |
| Total Program Services | <u>611,188</u> | <u>-</u> | <u>-</u> | <u>611,188</u> |
| Supporting Services: | | | | |
| Management and general | 199,231 | 209,044 | (28,186) | 380,089 |
| Fundraising | 163,701 | | | 163,701 |
| Total Supporting Services | <u>362,932</u> | <u>209,044</u> | <u>(28,186)</u> | <u>543,790</u> |
| TOTAL EXPENSES | <u>974,120</u> | <u>209,044</u> | <u>(28,186)</u> | <u>1,154,978</u> |
| INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS | <u>318,065</u> | <u>(27,077)</u> | <u>-</u> | <u>290,988</u> |
| CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS | | | | |
| Grants | 32,825 | 20,000 | | 52,825 |
| Net assets released from donor restrictions | (11,285) | (2,326) | | (13,611) |
| INCREASE IN NET ASSETS WITH DONOR RESTRICTIONS | <u>21,540</u> | <u>17,674</u> | <u>-</u> | <u>39,214</u> |
| CHANGE IN NET ASSETS | <u>339,605</u> | <u>(9,403)</u> | <u>-</u> | <u>330,202</u> |
| NET ASSETS, July 1 | <u>4,179,784</u> | <u>1,220,485</u> | <u>(1,485,458)</u> | <u>3,914,811</u> |
| NET ASSETS, June 30 | <u>\$ 4,519,389</u> | <u>\$ 1,211,082</u> | <u>\$ (1,485,458)</u> | <u>\$ 4,245,013</u> |

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2021**

| | 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 | \$ 326,704 | | | \$ 326,704 |
| Town appropriations | 55,500 | | | 55,500 |
| Contributions | 241,313 | \$ 27,000 | | 268,313 |
| Fundraising | 123,882 | | | 123,882 |
| Rental income | 3,000 | 154,970 | | 157,970 |
| Interest and dividend income | 5,644 | 189 | | 5,833 |
| Other income | 143,831 | 5,474 | \$ (26,400) | 122,905 |
| Gain on sale of assets | 5,725 | | | 5,725 |
| Net realized and unrealized gain (loss) on investments | 254,360 | | | 254,360 |
| Net assets released from donor restrictions | 47,248 | 2,675 | | 49,923 |
| TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS | <u>1,207,207</u> | <u>190,308</u> | <u>(26,400)</u> | <u>1,371,115</u> |
| EXPENSES | | | | |
| Program Services: | | | | |
| Nutrition | 392,292 | | | 392,292 |
| Transportation | 57,523 | | | 57,523 |
| Social and Educational | 76,477 | | | 76,477 |
| Home-share | 510 | | | 510 |
| Total Program Services | <u>526,802</u> | | | <u>526,802</u> |
| Supporting Services: | | | | |
| Management and general | 183,938 | 184,844 | (26,400) | 342,382 |
| Fundraising | 250,226 | | | 250,226 |
| Total Supporting Services | <u>434,164</u> | <u>184,844</u> | <u>(26,400)</u> | <u>592,608</u> |
| TOTAL EXPENSES | <u>960,966</u> | <u>184,844</u> | <u>(26,400)</u> | <u>1,119,410</u> |
| INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS | <u>246,241</u> | <u>5,464</u> | | <u>251,705</u> |
| CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS | | | | |
| Grants | 10,000 | 5,000 | | 15,000 |
| Net assets released from donor restrictions | (47,248) | (2,675) | | (49,923) |
| INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS | <u>(37,248)</u> | <u>2,325</u> | | <u>(34,923)</u> |
| CHANGE IN NET ASSETS | 208,993 | 7,789 | | 216,782 |
| NET ASSETS, July 1 | 3,970,791 | 1,212,696 | (1,485,458) | 3,698,029 |
| NET ASSETS, June 30 | <u>\$ 4,179,784</u> | <u>\$ 1,220,485</u> | <u>\$ (1,485,458)</u> | <u>\$ 3,914,811</u> |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022

Gibson Center for Senior Services, Inc.:

| | Program Services | | | | Total Program Services | Supporting Services | | Total Supporting Services | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|---------------------------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | | |
| Salaries and wages | \$ 228,302 | \$ 45,269 | \$ 51,034 | \$ - | \$ 324,605 | \$ 63,284 | \$ 91,647 | \$ 154,931 | \$ 479,536 |
| Payroll taxes | 17,296 | 3,411 | 3,825 | - | 24,532 | 5,070 | 6,896 | 11,966 | 36,498 |
| Employee benefits | 13,304 | 2,424 | 12,258 | - | 27,986 | 10,327 | 16,909 | 27,236 | 55,222 |
| Total Salaries and Related Expenses | 258,902 | 51,104 | 67,117 | - | 377,123 | 78,681 | 115,452 | 194,133 | 571,256 |
| Food | 55,819 | - | - | - | 55,819 | - | - | - | 55,819 |
| Direct program expenses | 23,305 | 20,234 | 30,678 | - | 74,217 | - | 18,563 | 18,563 | 92,780 |
| Travel | 210 | - | - | - | 210 | 58 | - | 58 | 268 |
| Conferences and training | 4,338 | - | 373 | - | 4,711 | 175 | - | 175 | 4,886 |
| Insurance | 6,843 | 2,431 | 2,431 | - | 11,705 | 3,773 | 2,566 | 6,339 | 18,044 |
| Telephone | 816 | 306 | 306 | - | 1,428 | 411 | 306 | 717 | 2,145 |
| Professional services | 5,542 | 1,553 | 1,553 | - | 8,648 | 4,124 | 22,013 | 26,137 | 34,785 |
| Postage | 199 | - | - | - | 199 | 426 | 85 | 511 | 710 |
| Office expenses | 17,243 | 1,174 | 2,101 | - | 20,518 | 3,579 | 2,931 | 6,510 | 27,028 |
| Public relations/communications | 1,054 | 85 | 665 | - | 1,804 | - | 953 | 953 | 2,757 |
| Special events | - | - | - | - | - | - | 832 | 832 | 832 |
| Utilities | 17,376 | 2,281 | - | - | 19,657 | 3,782 | - | 3,782 | 23,439 |
| Repairs and maintenance | 15,907 | 3,152 | - | - | 19,059 | 30,202 | - | 30,202 | 49,261 |
| Foundation and investment expenses | - | - | - | - | - | 8,571 | - | 8,571 | 8,571 |
| Total Expenses Before Depreciation | 407,554 | 82,320 | 105,224 | - | 595,098 | 133,782 | 163,701 | 297,483 | 892,581 |
| Depreciation expense | - | 16,090 | - | - | 16,090 | 65,449 | - | 65,449 | 81,539 |
| Total Expenses | \$ 407,554 | \$ 98,410 | \$ 105,224 | \$ - | \$ 611,188 | \$ 199,231 | \$ 163,701 | \$ 362,932 | \$ 974,120 |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
 CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
 For the Year Ended June 30, 2022

Silver Lake Senior Housing Corporation:

| | Program Services | | | | Total Program Services | Supporting Services | | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | |
| Salaries and wages | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Payroll taxes | - | - | - | - | - | - | - | - |
| Employee benefits | - | - | - | - | - | - | - | - |
| Total Salaries and Related Expenses | - | - | - | - | - | - | - | - |
| Food | - | - | - | - | - | - | - | - |
| Direct program expenses | - | - | - | - | - | - | - | - |
| Travel | - | - | - | - | - | 259 | 259 | 259 |
| Conferences and training | - | - | - | - | - | - | - | - |
| Insurance | - | - | - | - | - | 11,126 | 11,126 | 11,126 |
| Telephone | - | - | - | - | - | 668 | 668 | 668 |
| Professional services | - | - | - | - | - | 6,150 | 6,150 | 6,150 |
| Postage | - | - | - | - | - | - | - | - |
| Office expenses | - | - | - | - | - | 1,894 | 1,894 | 1,894 |
| Public relations/communications | - | - | - | - | - | - | - | - |
| Special events | - | - | - | - | - | - | - | - |
| Utilities | - | - | - | - | - | 42,281 | 42,281 | 42,281 |
| Repairs and maintenance | - | - | - | - | - | 48,657 | 48,657 | 48,657 |
| Management fees | - | - | - | - | - | 27,600 | 27,600 | 27,600 |
| Interest expense | - | - | - | - | - | 4,838 | 4,838 | 4,838 |
| Payments in lieu of real estate taxes | - | - | - | - | - | 15,878 | 15,878 | 15,878 |
| Total Expenses Before Depreciation | - | - | - | - | - | 159,351 | 159,351 | 159,351 |
| Depreciation expense | - | - | - | - | - | 49,693 | 49,693 | 49,693 |
| Total Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 209,044 | \$ 209,044 | \$ 209,044 |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2022

Eliminations:

| | Program Services | | | | Total Program Services | Supporting Services | | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | |
| 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 | - | - | - | - | - | (586) | (586) | (586) |
| Payments in lieu of real estate taxes | - | - | - | - | - | - | - | - |
| Total Expenses Before Depreciation | - | - | - | - | - | (28,186) | (28,186) | (28,186) |
| Depreciation expense | - | - | - | - | - | - | - | - |
| Total Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (28,186) | \$ (28,186) | \$ (28,186) |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2022

Consolidated Totals:

| | Program Services | | | | Total Program Services | Supporting Services | | | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|---------------------------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | Total Supporting Services | |
| Salaries and wages | \$ 228,302 | \$ 45,269 | \$ 51,034 | \$ - | \$ 324,605 | \$ 63,284 | \$ 91,647 | \$ 154,931 | \$ 479,536 |
| Payroll taxes | 17,296 | 3,411 | 3,825 | - | 24,532 | 5,070 | 6,896 | 11,966 | 36,498 |
| Employee benefits | 13,304 | 2,424 | 12,258 | - | 27,986 | 10,327 | 16,909 | 27,236 | 55,222 |
| Total Salaries and Related Expenses | 258,902 | 51,104 | 67,117 | - | 377,123 | 78,681 | 115,452 | 194,133 | 571,256 |
| Food | 55,819 | - | - | - | 55,819 | - | - | - | 55,819 |
| Direct program expenses | 23,305 | 20,234 | 30,678 | - | 74,217 | - | 18,563 | 18,563 | 92,780 |
| Travel | 210 | - | - | - | 210 | 317 | - | 317 | 527 |
| Conferences and training | 4,338 | - | 373 | - | 4,711 | 175 | - | 175 | 4,886 |
| Insurance | 6,843 | 2,431 | 2,431 | - | 11,705 | 14,899 | 2,566 | 17,465 | 29,170 |
| Telephone | 816 | 306 | 306 | - | 1,428 | 1,079 | 306 | 1,385 | 2,813 |
| Professional services | 5,542 | 1,553 | 1,553 | - | 8,648 | 10,274 | 22,013 | 32,287 | 40,935 |
| Postage | 199 | - | - | - | 199 | 426 | 85 | 511 | 710 |
| Office expenses | 17,243 | 1,174 | 2,101 | - | 20,518 | 5,473 | 2,931 | 8,404 | 28,922 |
| Public relations/communications | 1,054 | 85 | 665 | - | 1,804 | - | 953 | 953 | 2,757 |
| Special events | - | - | - | - | - | - | 832 | 832 | 832 |
| Utilities | 17,376 | 2,281 | - | - | 19,657 | 46,063 | - | 46,063 | 65,720 |
| Repairs and maintenance | 15,907 | 3,152 | - | - | 19,059 | 78,859 | - | 78,859 | 97,918 |
| Foundation and investment expenses | - | - | - | - | - | 8,571 | - | 8,571 | 8,571 |
| Interest expense | - | - | - | - | - | 4,252 | - | 4,252 | 4,252 |
| Payments in lieu of real estate taxes | - | - | - | - | - | 15,878 | - | 15,878 | 15,878 |
| Total Expenses Before Depreciation | 407,554 | 82,320 | 105,224 | - | 595,098 | 264,947 | 163,701 | 428,648 | 1,023,746 |
| Depreciation expense | - | 16,090 | - | - | 16,090 | 115,142 | - | 115,142 | 131,232 |
| Total Expenses | \$ 407,554 | \$ 98,410 | \$ 105,224 | \$ - | \$ 611,188 | \$ 380,089 | \$ 163,701 | \$ 543,790 | \$ 1,154,978 |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021

Gibson Center for Senior Services, Inc.:

| | Program Services | | | | Total Program Services | Supporting Services | | | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|---------------------------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | Total Supporting Services | |
| Salaries and wages | \$ 227,883 | \$ 28,300 | \$ 46,246 | \$ - | \$ 302,429 | \$ 62,642 | \$ 166,963 | \$ 229,605 | \$ 532,034 |
| Payroll taxes | 18,003 | 2,342 | 3,663 | - | 24,008 | 4,549 | 12,801 | 17,350 | 41,358 |
| Employee benefits | 21,556 | 3,136 | 13,936 | - | 38,628 | 13,644 | 21,962 | 35,606 | 74,234 |
| Total Salaries and Related Expenses | 267,442 | 33,778 | 63,845 | - | 365,065 | 80,835 | 201,726 | 282,561 | 647,626 |
| Food | 47,523 | - | - | - | 47,523 | - | - | - | 47,523 |
| Direct program expenses | 26,705 | 13,337 | 6,119 | - | 46,161 | - | 14,884 | 14,884 | 61,045 |
| Travel | 27 | - | - | - | 27 | - | - | - | 27 |
| Conferences and training | 831 | 145 | - | - | 976 | 25 | - | 25 | 1,001 |
| Insurance | 6,922 | 2,457 | 2,457 | - | 11,836 | 3,565 | 2,592 | 6,157 | 17,993 |
| Telephone | 906 | 296 | 296 | - | 1,498 | 748 | 296 | 1,044 | 2,542 |
| Professional services | 4,871 | 1,300 | 1,300 | - | 7,471 | 1,300 | 22,100 | 23,400 | 30,871 |
| Postage | 195 | 6 | - | - | 201 | 419 | 57 | 476 | 677 |
| Office expenses | 5,459 | 1,044 | 2,460 | 510 | 9,473 | 2,184 | 4,005 | 6,189 | 15,662 |
| Public relations/communications | 1,409 | 280 | - | - | 1,689 | - | 4,455 | 4,455 | 6,144 |
| Special events | - | - | - | - | - | - | 111 | 111 | 111 |
| Utilities | 14,236 | 1,893 | - | - | 16,129 | 3,269 | - | 3,269 | 19,398 |
| Repairs and maintenance | 15,766 | 2,987 | - | - | 18,753 | 17,515 | - | 17,515 | 36,268 |
| Foundation and investment expenses | - | - | - | - | - | 7,627 | - | 7,627 | 7,627 |
| Total Expenses Before Depreciation | 392,292 | 57,523 | 76,477 | 510 | 526,802 | 117,487 | 250,226 | 367,713 | 894,515 |
| Depreciation expense | - | - | - | - | - | 66,451 | - | 66,451 | 66,451 |
| Total Expenses | \$ 392,292 | \$ 57,523 | \$ 76,477 | \$ 510 | \$ 526,802 | \$ 183,938 | \$ 250,226 | \$ 434,164 | \$ 960,966 |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
 CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
 For the Year Ended June 30, 2021

Silver Lake Senior Housing Corporation:

| | Program Services | | | | Total Program Services | Supporting Services | | Total Supporting Services | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|---------------------------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | | |
| Salaries and wages | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Payroll taxes | - | - | - | - | - | - | - | - | - |
| Employee benefits | - | - | - | - | - | - | - | - | - |
| Total Salaries and Related Expenses | - | - | - | - | - | - | - | - | - |
| Food | - | - | - | - | - | - | - | - | - |
| Direct program expenses | - | - | - | - | - | - | - | - | - |
| Travel | - | - | - | - | - | 442 | - | 442 | 442 |
| Conferences and training | - | - | - | - | - | - | - | - | - |
| Insurance | - | - | - | - | - | 10,806 | - | 10,806 | 10,806 |
| Telephone | - | - | - | - | - | 615 | - | 615 | 615 |
| Professional services | - | - | - | - | - | 4,546 | - | 4,546 | 4,546 |
| Postage | - | - | - | - | - | - | - | - | - |
| Office expenses | - | - | - | - | - | 467 | - | 467 | 467 |
| Public relations/communications | - | - | - | - | - | - | - | - | - |
| Special events | - | - | - | - | - | - | - | - | - |
| Utilities | - | - | - | - | - | 30,717 | - | 30,717 | 30,717 |
| Repairs and maintenance | - | - | - | - | - | 43,635 | - | 43,635 | 43,635 |
| Management fees | - | - | - | - | - | 26,400 | - | 26,400 | 26,400 |
| Interest expense | - | - | - | - | - | 5,287 | - | 5,287 | 5,287 |
| Payments in lieu of real estate taxes | - | - | - | - | - | 15,029 | - | 15,029 | 15,029 |
| Total Expenses Before Depreciation | - | - | - | - | - | 137,944 | - | 137,944 | 137,944 |
| Depreciation expense | - | - | - | - | - | 46,900 | - | 46,900 | 46,900 |
| Total Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 184,844 | \$ - | \$ 184,844 | \$ 184,844 |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2021

Eliminations:

| | Program Services | | | | Total Program Services | Supporting Services | | Total Supporting Services | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|---------------------------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | | |
| 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 | - | - | - | - | - | (26,400) | - | (26,400) | (26,400) |
| Interest expense | - | - | - | - | - | - | - | - | - |
| Payments in lieu of real estate taxes | - | - | - | - | - | - | - | - | - |
| Total Expenses Before Depreciation | - | - | - | - | - | (26,400) | - | (26,400) | (26,400) |
| Depreciation expense | - | - | - | - | - | - | - | - | - |
| Total Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (26,400) | \$ - | \$ (26,400) | \$ (26,400) |

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2021

Consolidated Totals:

| | Program Services | | | | Total Program Services | Supporting Services | | | Total Expenses |
|--|------------------|----------------|---------------------------|------------|------------------------------|------------------------------|-----------------|---------------------------------|-------------------|
| | Nutrition | Transportation | Social and Educational | Home-share | | Management and General | Fund Raising | Total Supporting Services | |
| Salaries and wages | \$ 227,883 | \$ 28,300 | \$ 46,246 | \$ - | \$ 302,429 | \$ 62,642 | \$ 166,963 | \$ 229,605 | \$ 532,034 |
| Payroll taxes | 18,003 | 2,342 | 3,663 | - | 24,008 | 4,549 | 12,801 | 17,350 | 41,358 |
| Employee benefits | 21,556 | 3,136 | 13,936 | - | 38,628 | 13,644 | 21,962 | 35,606 | 74,234 |
| Total Salaries and Related Expenses | 267,442 | 33,778 | 63,845 | - | 365,065 | 80,835 | 201,726 | 282,561 | 647,626 |
| Food | 47,523 | - | - | - | 47,523 | - | - | - | 47,523 |
| Direct program expenses | 26,705 | 13,337 | 6,119 | - | 46,161 | - | 14,884 | 14,884 | 61,045 |
| Travel | 27 | - | - | - | 27 | 442 | - | 442 | 469 |
| Conferences and training | 831 | 145 | - | - | 976 | 25 | - | 25 | 1,001 |
| Insurance | 6,922 | 2,457 | 2,457 | - | 11,836 | 14,371 | 2,592 | 16,963 | 28,799 |
| Telephone | 906 | 296 | 296 | - | 1,498 | 1,363 | 296 | 1,659 | 3,157 |
| Professional services | 4,871 | 1,300 | 1,300 | - | 7,471 | 5,846 | 22,100 | 27,946 | 35,417 |
| Postage | 195 | 6 | - | - | 201 | 419 | 57 | 476 | 677 |
| Office expenses | 5,459 | 1,044 | 2,460 | 510 | 9,473 | 2,651 | 4,005 | 6,656 | 16,129 |
| Public relations/communications | 1,409 | 280 | - | - | 1,689 | - | 4,455 | 4,455 | 6,144 |
| Special events | - | - | - | - | - | - | 111 | 111 | 111 |
| Utilities | 14,236 | 1,893 | - | - | 16,129 | 33,986 | - | 33,986 | 50,115 |
| Repairs and maintenance | 15,766 | 2,987 | - | - | 18,753 | 61,150 | - | 61,150 | 79,903 |
| Foundation and investment expenses | - | - | - | - | - | 7,627 | - | 7,627 | 7,627 |
| Interest expense | - | - | - | - | - | 5,287 | - | 5,287 | 5,287 |
| Payments in lieu of real estate taxes | - | - | - | - | - | 15,029 | - | 15,029 | 15,029 |
| Total Expenses Before Depreciation | 392,292 | 57,523 | 76,477 | 510 | 526,802 | 229,031 | 250,226 | 479,257 | 1,006,059 |
| Depreciation expense | - | - | - | - | - | 113,351 | - | 113,351 | 113,351 |
| Total Expenses | \$ 392,292 | \$ 57,523 | \$ 76,477 | \$ 510 | \$ 526,802 | \$ 342,382 | \$ 250,226 | \$ 592,608 | \$ 1,119,410 |

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2022**

| | 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 | \$ 1,103,200 | | | \$ 1,103,200 |
| Interest income received | 4,125 | \$ 26 | | 4,151 |
| Other income received | 195,326 | 203,471 | \$ (586) | 398,211 |
| Management fees received from affiliate | 27,600 | | (27,600) | - |
| Cash paid to employees | (481,114) | | | (481,114) |
| Cash paid to suppliers | (414,824) | (113,612) | | (528,436) |
| Payments in lieu of tax | | (15,878) | | (15,878) |
| Interest paid | | (4,838) | 586 | (4,252) |
| Cash paid for management fees to affiliate | | (27,600) | 27,600 | - |
| Net Cash Provided by Operating Activities | <u>434,313</u> | <u>41,569</u> | <u>-</u> | <u>475,882</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | | | |
| Distributions from New Hampshire Charitable Foundation | 37,554 | | | 37,554 |
| Proceeds from sale of property and equipment | 2,000 | | | 2,000 |
| Loan disbursement to affiliate | (45,000) | | 45,000 | - |
| Payments received on loan to affiliate | 2,729 | | (2,729) | - |
| Purchases of investments | (303,592) | | | (303,592) |
| Prepayment on property and equipment | (26,000) | (15,095) | | (41,095) |
| Purchases of property and equipment | (162,532) | (13,749) | | (176,281) |
| Net Cash Used for Investing Activities | <u>(494,841)</u> | <u>(28,844)</u> | <u>42,271</u> | <u>(481,414)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | | | |
| Proceeds from affiliate loan | | 45,000 | (45,000) | - |
| Payments made on affiliate loan | | (2,729) | 2,729 | - |
| Payments on mortgage note payable | | (18,885) | | (18,885) |
| Net Cash Provided (Used) for Financing Activities | <u>-</u> | <u>23,386</u> | <u>(42,271)</u> | <u>(18,885)</u> |
| NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS | (60,528) | 36,111 | - | (24,417) |
| CASH AND EQUIVALENTS, July 1 | <u>281,788</u> | <u>75,432</u> | <u>-</u> | <u>357,220</u> |
| CASH AND EQUIVALENTS, June 30 | <u>\$ 221,260</u> | <u>\$ 111,543</u> | <u>\$ -</u> | <u>\$ 332,803</u> |
| NON-CASH INVESTING AND FINANCING TRANSACTIONS | | | | |
| Net change in value of restricted funds held by NHCF | <u>\$ (67,932)</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ (67,932)</u> |
| Net change in fair value of investments | <u>\$ (54,575)</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ (54,575)</u> |
| Forgiveness of SBA note payable | <u>\$ 102,000</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 102,000</u> |

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2021**

| | 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 | \$ 703,805 | | | \$ 703,805 |
| Interest income received | 2,436 | \$ 189 | | 2,625 |
| Other income received | 133,313 | 193,790 | | 327,103 |
| Management fees received from affiliate | 26,400 | | \$ (26,400) | - |
| Cash paid to employees | (526,999) | | | (526,999) |
| Cash paid to suppliers | (395,965) | (90,947) | | (486,912) |
| Payments in lieu of tax | | (15,029) | | (15,029) |
| Interest paid | | (5,287) | | (5,287) |
| Cash paid for management fees to affiliate | | (26,400) | 26,400 | - |
| Net Cash Provided (Used) by Operating Activities | <u>(57,010)</u> | <u>56,316</u> | <u>-</u> | <u>(694)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | | | |
| Distributions from New Hampshire Charitable Foundation | 34,075 | | | 34,075 |
| Proceeds from sale of property and equipment | 5,725 | | | 5,725 |
| Purchases of investments | (2,430) | | | (2,430) |
| Purchases of property and equipment | (82,271) | (20,640) | | (102,911) |
| Net Cash Used for Investing Activities | <u>(44,901)</u> | <u>(20,640)</u> | <u>-</u> | <u>(65,541)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | | | |
| Proceeds from SBA note payable | 102,000 | | | 102,000 |
| Payments on mortgage note payable | | (17,849) | | (17,849) |
| Net Cash Provided (Used) for Financing Activities | <u>102,000</u> | <u>(17,849)</u> | <u>-</u> | <u>84,151</u> |
| NET INCREASE IN CASH AND EQUIVALENTS | 89 | 17,827 | - | 17,916 |
| CASH AND EQUIVALENTS, July 1 | <u>281,699</u> | <u>57,605</u> | <u>-</u> | <u>339,304</u> |
| CASH AND EQUIVALENTS, June 30 | <u>\$ 281,788</u> | <u>\$ 75,432</u> | <u>\$ -</u> | <u>\$ 357,220</u> |
| NON-CASH INVESTING AND FINANCING TRANSACTIONS | | | | |
| Net increase in value of restricted funds held by NHCF | <u>\$ 249,941</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 249,941</u> |
| Forgiveness of SBA note payable | <u>\$ 111,000</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 111,000</u> |

Gibson Center for Senior Services, Inc.
Board of Directors

| | |
|------------|-----------|
| Ele | Border |
| Barb W. | Campbell |
| Barbara A. | Campbell |
| Anthony | Capone |
| Kelly | Drew |
| David | Dyson |
| Caleb | Gilbert |
| John | Hogue |
| Joan | Kenney |
| Fawn | Langerman |
| Leslie | Leonard |
| David | Smolen |
| Courtney | Wrigley |

Marianne Jackson, MD, MPH – Resume 2022

Present Address

E-Mail

| | | |
|-----------|---|------------------------------|
| Education | The University of North Carolina at Chapel Hill Department of Health Policy and Management | Chapel Hill, NC MPH, 2010 |
| | Duke University Medical School Honors – AOA Medical Society – 1976 | Durham, NC MD, 1977 |
| | Duke University Graduate School of Physical Therapy | Durham, NC MSPT, 1974 |
| | Duke University Bachelors of Arts in Religion – August 1972 | Durham, NC |

| | | |
|--|--|-----------------------------|
| Internship and Residency - Obstetrics and Gynecology | Oregon Health Sciences University -PGY 1-2 1979-81 University of Washington PGY 3-4 1981-83 | Portland, OR Seattle, WA |
|--|--|-----------------------------|

Clinical and Professional Experience

| | | |
|---------------|---|---|
| 2021- | Executive Director Gibson Center for Senior Services | N. Conway, NH |
| 2010-2015 | Senior Management Engineer Dept. Performance Improvement and Patient Safety, UNCH Quality Coordinator for ACOS Cancer Certification Committee | Chapel Hill, NC |
| June-Dec 2009 | MPH Internship | Lean Healthcare, IES, NCSU Raleigh, NC |
| 2003-2008 | Active Staff Ob-Gyn | Coos Co. Family Health Services, FQHC Berlin, NH |
| 2004-2008 | Active Staff Ob-Gyn | Saco River Medical Group Conway, NH |
| 2004-2010 | Locum Tenens Ob-Gyn | CompHealth Various sites |
| 1984-2003 | Founder | Carriage House Ob-Gyn N. Conway, NH |
| 1984-2003 | Active Staff Ob-Gyn | Memorial Hospital N. Conway, NH |

| | |
|--|---------------|
| Executive Director – Gibson Center for Senior Services | N. Conway, NH |
| Convenor, AARP MWV Age-Friendly Community | N. Conway, NH |
| Tin Mountain Energy Team | Albany, NH |
| Member NH Healthcare Decisions Coalition, Foundation for Healthy Communities | Concord, NH |
| Member Carroll County Coalition for Public Health, Aging in Place committee | Ossipee, NH |

Lean Healthcare and Quality Improvement Leadership 2009 to 2014
At UNCH with Adult Oncology, Radiation Oncology, GI Procedures, VIR; At NC State IES Community Health Center Collaborative. I taught, mentored, and facilitated teams that implement Lean Healthcare methods for improvements in clinic patient flow, operations efficiency, provider productivity and patient safety

Gibson Center and MWV Age-Friendly Community – Improvements in the Livability domains of Housing, Health, Transportation, Community Connections and Outdoor Spaces for all ages.

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 site 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.

Computer Experience: RDP, MAS 90, Excel, Lotus 123, Word, Access, Data Ease, Publisher, One Write Plus, QuickBooks. Numerous Sharp, Sweda and NCR mechanical and computerized register systems. Basic experience as a network administrator.

Education: BS Hotel/Restaurant Management from New Hampshire College, 1980.

Professional: Notary Public - My commission expires September 3, 2013.

Sampling Agent/Representative-Transient non-community NH water system 12/91-2/96.

Sharon A. Fournier

2009-present: Gibson Center – Bus Driver

Provide transportation for seniors from their homes for local appointments, medical trips and lunch. Trained in passenger assistance including wheelchair lift securement, emergency evacuation and defensive driving. Responsible for coordinating timely maintenance for both buses to local repair shops. Schedule and drive changing daily routes for seniors based on daily requests to operate in most efficient manner. Also provide back up for fundraising efforts.

2007- present- Conway Recreation Department- bus driver

Driving bus for the summer program/teen center with children and counselors on field trips. Driving for adult programs on field trips. Pre trip checks, and coordinating bus maintenance.

2005- present- SAU 9 School District – bus driver

Transporting students to and from school, and interscholastic athletic teams on field trips. Pre trip checks and coordinating bus maintenance. 8 hours of varied in service training annually. Hold CDL with school bus certificate.

1997-2006 Northway Bank – Teller/ Teller.Trainer

Help customers make deposits, withdrawals, process loan payments, resolve account issues, promoting banking products/services, balancing drawers, providing excellent customer service, annual banking regulation training and training all new hire tellers.

1988-1997 – Citizen's Bank- Bank.Teller

Help customers make deposits, withdrawals, process loan payments, resolve account issues, promoting banking products/services, balancing drawers, providing excellent customer service, and annual banking regulation training.

Penny Wellman



December 2011- present Gibson Center for Senior Services, Inc. N. Conway NH 03860

Reception/Dispatch:

- Answer telephone, connect calls to staff, refer inquires to agencies.
- Open and sort mail, stamp checks and photocopy.
- Help print and attach labels To MOW lids.
- Assist in folding newsletters, menus and fundraising mailings.
- Maintain log book and message books.
- Provide physical coverage of desk area.
- Be aware of all programs/events to appropriately respond to inquiries
- Maintain sign up and invitation lists for special dinners/events.
- Maintain van dally route sheets and participant information.
- Coordinate van maintenance with drivers/repair shops.
- Schedule participants request for van service within guidelines to operate efficiently.
- Communicate with van drivers regarding route schedules and updates in order to ensure efficient transportation system.
- Issue and collect locked donation box and envelopes from route drivers

July 1976- August 2010 NH State Police Troop E, Tamworth NH

Dispatch- Communication Specialist II

- Dispatch for state troopes and emergency vehicles throughout Carroll County.
- Manned telephones, 2 way radios, and fax.
- Entered all info into state's computer programs
- Dealt with public, troopers and other local law enforcement departments.

Jill V. Reynolds

Education:

Kennett High School, Conway NH College Prep classes

Band, Cross Country running and skiing, Track, AFT, Yearbook Editor, Drama, National Honor Society, National Merit Scholar, Balfour Science Award, Biology Award

University of New Hampshire, Durham NH BS Family and Consumer Studies

Dorm Treasure, Class Representative, Students for Recycling, Youth Group Leader, Protestant Student Gathering, Drop In Center volunteer, Special Olympic Volunteer, Nursing Home Volunteer

Berlin Vocational Tech, Berlin NH Associates Degree, Residential Specialist

Manchester Vocational Tech, Manchester NH, Activity Director Course

Employment History:

Conway Scenic Railroad, North Conway, NH

Supervisors: Dwight and Gee Smith

Summer Vacations from school: Gift Shop, Tickets, and Grounds Crew

White Mountain National Forest, Saco District, Conway, NH

Supervisors: Charlie Birch, Dave Pratt, and Ann Croto

Summers and Seasonal: Youth Conservation Corps, YCC Leader; Trail Crew, Informational Specialist, Russell Colbath Interpretive Center

Center of Hope, Conway NH (Now Northern New Hampshire Humans Services)

Supervisors: Elizabeth DeBenidictus, Todd VanDerSchaff, and Linda King

House Manager: Ran a group home for 8, Supervised Assistant and Relief Staff

Care Plans written and implemented

Planned all social activities and ADL's (activities of daily living)

Specialized Home Care Provider: Provided care in my home for 3 men, 24/7

Care Plans written and implemented

Planned all social activities including week long vacations out of state

Day Hab: provided work training for 8-10 Clients, worked with other staff

Supported Apartment Staff: Provided necessary training and support for 8 people living in the community.

Special Olympic Coach: A volunteer role I created where we trained for the Special Olympics year round, Track & Field; Skiing, Basketball, Bowling.

SunBridge Care & Rehabilitation for North Conway, N. Conway, NH (now Mineral Springs Care & Rehab)

Supervisor: Barbara White, Beverly Holmes

Activities Coordinator 8 Assisted Living residents, 15-20 Skilled, 70-72 ICF residents

- Plan Activity Calendar by the month (8-12 activities per day)
- Supervise, hire, and train 3 staff
- Volunteer Coordinator, recruit, train, and schedule 75-150 volunteers
- Plan all trips: drive the 28-passenger bus (CDL, passenger endorsement)
- Coordinate Religious Services
- Meet all OSHA, Medicare, and Medicaid regulations
- Care Plans: perform all assessments, write RAPS, write and implement Care Plan, all required documentation, as well as attending weekly care plan meetings with resident, family, and staff.
- Attempt to meet the Psycho/Social, religious, physical, cognitive, employment needs of 95 residents.
- Department Head: attend required meetings, work with peers.
- Publish monthly newsletters for residents and family members
- Special Olympic Coach. Trained 2 men to participate in chosen sports, Track & Field, Basketball
- Organize the Memory Walk for the Mount Washington Valley, (13 years) (Alzheimer's Association)
- Organize fundraisers for the Activity Department (Craft Fairs, Yard Sales, Bake Sales.)

The Gibson Center for Senior Services; North Conway, NH

Supervisors: George Cleveland, Ken Kaslow

Program Coordinator

- Plan and implement programs for the Gibson Center and Silver Lake Landing
- Coordinate Volunteers and Paid Instructors to implement programs
- Schedule the Calendar of Events and Room Calendar for the Gibson Center
- Plan and Implement trips; days evenings, over nights, abroad
- Public Service Announcements to newspapers, radio, and TV for Gibson Center events
- Maintain Attendance records, and prepare Monthly and Annual Reports.
- Open daily mail, stamp and photocopy incoming checks.
- Maintain the Gibson Center Web Page (Photo Album, Calendar, update postings)
- While the Programs Department is a one-person department, the Coordinator works with staff in all other departments to coordinate schedules, programs, and help each other.
- Newsletter, 6 times a year, with weekly written updates for participants.
- Facilitate introductory meetings with seniors, families and caregivers seeking services.
- Maintain a safe working environment; report problems/dangers/accidents.
- Assist other departments to cover their vacation and sick days

Interests Out Side of Work

Organizations:

Conway Village Church: Moderator; Choir, Out Reach; Cabinet; CVCC in the Future, Former: Diaconate, Sunday School & Youth Group Leader, Family Life Committee, Search Committee.

Tres Dias / Kairos: a three-day teaching program for living a Christ Like Life. Kairos takes this behind the Prison Walls

Tin Mountain: Outdoors education, activities. I bake cookies for them as well

Hospice Volunteer

AMC member

Mount Washington Valley Choral Society

Dinner Bell volunteer as a singer, use to cook for them.

Believe in Books Literacy, volunteer

Habitat for Humanity, Fundraising, PR Family Support, Women Build chair

Scribner's Mill Historic Preservation Society,

Hobbies:

Out Door Activities: Hiking, skiing, canoeing, camping, bird watching, rock hounding, snowshoeing

Cooking: Creating big pots of soup, Baking cookies, cakes and bread

Crafts: Painting, tatting, weaving, drawing, photography, journaling

Travel: Hold a valid US Passport

USA: Midwest, New England, Florida, Rocky Mountains, San Francisco, and East Coast

Foreign: Canada, Mexico, England, Switzerland, Paris, Germany, and Austria

Reading

Games: Board and Card

Music: Listening, singing, play guitar

Dancing: Ball Room, Square Dancing, and ZUMBA

History: Conway Historical Society, NH Historical Society.

Certification

CDL with Passenger endorsement

Justice of the Peace

Personal and Professional Goal

I enjoy working with people and strive to make the Mount Washington Valley and beyond, a better place for all involved. I am happy to be working and volunteering in areas that allow me to build upon and expand my expertise, and serve others.

February 13, 2009, Jill V. Reynolds. Program Coordinator, Gibson Center

Gibson Center for Senior Services, Inc.
Jan.1, 2023- June 30, 2024
Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|------------------|-------------------------|-----------|---------------------------|--------------------------------|
| Marianne Jackson | Executive Director | \$102,500 | 5% | \$5,125 |
| Kenneth Kaslow | Administration Director | \$112,000 | 3% | \$3,500 |
| Sharon Fournier | Driver | \$57,200 | 95% | \$54,340 |
| Penny Wellman | Reception/Dispatch | \$29,835 | 20% | \$6,000 |
| Jill Reynolds | Driver | \$56,600 | 5% | \$2,800 |

45 GAC



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

Lori A. Shilbette
 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.dbhs.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 |

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

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

See attached fiscal details.

EXPLANATION

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

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

The Contractors will provide meals using the following three methods:

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

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

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

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

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

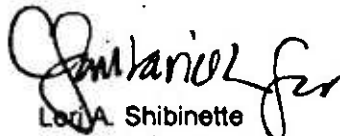
Area Served: Statewide.

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

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

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

Respectfully submitted,


Lori A. Shabinette
Commissioner

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

Project ID # **RFA-2023-BEAS-04-BEASN**

Project Title **BEAS Nutrition Services**

| | Maximum Points Available | CAP-BM | Gibson Center | Grafton County Senior Citizens Council | Hillsborough County Meals on Wheels | Newport Senior Center | Rockingham Nutrition & Meals on Wheels | Stafford Nutrition & Meals on Wheels | Tri-County CAP | VNA at HCS | Ossipee Concerned Citizens |
|---------------------|--------------------------|------------|---------------|--|-------------------------------------|-----------------------|--|--------------------------------------|----------------|------------|----------------------------|
| 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

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

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

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 |
| | | <i>Subtotal</i> | \$ 2,237,759.86 |

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 #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 |

Subject: RFA-2023-BEAS-04-BEASN-02 (BEAS Nutrition Services)

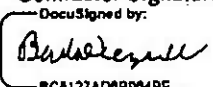
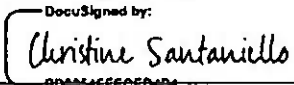
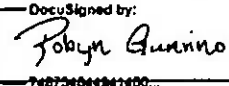
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 <small>DocuSigned by:</small>  Date: 6/6/2022 | | 1.12 Name and Title of Contractor Signatory Barbara W. Campbell President, Board of Directors | |
| 1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 6/6/2022 | | 1.14 Name and Title of State Agency Signatory Christine Santaniello State 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) <small>DocuSigned by:</small> By:  On: 6/7/2022 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

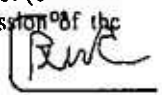
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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



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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
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.

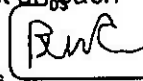
**New Hampshire Department of Health and Human Services
BEAS Nutrition Services**

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



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EXHIBIT B

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

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

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

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- 1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.
 - 1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.
 - 1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.
- 1.8. Client Assessments and Service Plans
- 1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
 - 1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.
- 1.9. Person-Centered Provision of Services
- 1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.
- 1.10. Client Donations and Fees
- 1.10.1. To comply with the requirements for Title III Services, the Contractor:
 - 1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, ^{except}

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as stated in Section 1.11. Adult Protection Services;

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

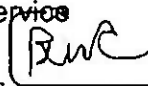
1.11. Adult Protection Services

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

RFA-2023-BEAS-04-BEASN-02

Gibson Center For Senior Services, Inc.

Contractor Initials


Date 6/6/2022

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

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

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

1.12. Referring Clients to Other Services

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

1.13. Client Wait Lists

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

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

1.14. Criminal Background Check and BEAS State Registry Checks

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

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

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

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

EXHIBIT B

- 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

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

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awarded contract.

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

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 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:

**New Hampshire Department of Health and Human Services
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1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

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

1.19. Performance Measures

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

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work site, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unscheduled phone response by selected Contractor staff.

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

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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

- 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}

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EXHIBIT B

original materials produced, including, but not limited to:

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

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

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

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

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

**New Hampshire Department of Health and Human Services
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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

RFA-2023-BEAS-04-BEASN-02

Gibson Center For Senior Services, Inc.

Contractor Initials


6/6/2022
Date

**New Hampshire Department of Health and Human Services
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Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



New Hampshire Department of Health and Human Services
BEAS Nutrition Services

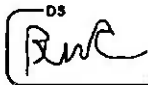
Exhibit B-1

GEOGRAPHIC AREA SERVED

| Name of Service | County/Counties | Towns/Cities where Services will be offered |
|----------------------------------|-----------------------------|---|
| Title III-C Home Delivered Meals | Carroll 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 |

RFA-2023-BEAS-04-BEASN-02

Gibson Center For Senior Services, Inc.

Contractor Initials 
Date 6/6/2022

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

EXHIBIT C

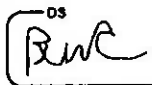
Payment Terms

1. This Agreement is funded by:
 - 1.1. 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:

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Gibson Center For Senior Services, Inc.

Contractor Initials



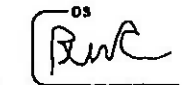
Date 6/6/2022

**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.



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

EXHIBIT C

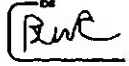
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- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company 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 | 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 | | 43,000 | | \$ 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 | | 43,000 | | \$ 348,730.00 |
| | | | Total Award | \$ 697,460.00 |


 Contractor Initials: _____
 Date: 6/6/2022

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

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

Vendor Name: Gibson Center for Senior Services, Inc.

6/6/2022

Date

DocuSigned by:

Name: Barbara W. Campbell

Title: President, Board of Directors

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Gibson Center for Senior Services, Inc.

6/6/2022

Date

DocuSigned by:

Name: Barbara W. Campbell

Title: President, Board of Directors

Vendor Initials

6/6/2022

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

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

PRIMARY COVERED TRANSACTIONS

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

Name: Barbara W. Campbell

Title: President, Board of Directors

Contractor Initials

Date 6/6/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Gibson Center for Senior Services, Inc.

6/6/2022

Date

DocuSigned by:

Name: Barbara W. Campbell
Title: President, Board of Directors

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

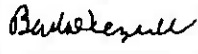
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: Gibson Center for Senior Services, Inc.

6/6/2022

Date

DocuSigned by:

Name: Barbara W. Campbell
Title: President, Board of Directors

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

RWC



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

[Handwritten Signature]

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

[Handwritten Signature]

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

[Handwritten Signature]

Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

BWC
Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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
Associate Commissioner

Name of Authorized Representative

President, Board of Directors

Title of Authorized Representative

Title of Authorized Representative

6/6/2022

6/6/2022

Date

Date

Contractor Initials *BC*

Date 6/6/2022

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Gibson Center for Senior Services, Inc.

6/6/2022

Date

DocuSigned by:

Name: Barbara W. Campbell

Title: President, Board of Directors

Contractor Initials

6/6/2022

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

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?

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
RLK
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

Handwritten initials "BWC" in black ink, with a small "DS" above the "B".

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev. 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**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

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

Date

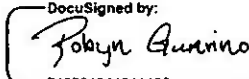
Grafton County Senior Citizens Council, Inc.

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

Date

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:

7487343448441468
Name: Robyn Guarino
Title: Attorney

Date

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:

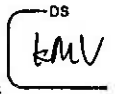
**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Grafton County Senior citizens Council, Inc.
EXHIBIT C – Amendment 1**

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

RFA-2023-BEAS-04-BEASN-03-A01

Grafton County Senior Citizens Council, Inc.


Contractor Initials _____
Date 3/22/2023

**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Grafton County Senior citizens Council, Inc.
EXHIBIT C – Amendment 1**

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:

RFA-2023-BEAS-04-BEASN-03-A01

Grafton County Senior Citizens Council, Inc.

Contractor Initials DS
KMV
Date 3/22/2023

**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Grafton County Senior citizens Council, Inc.
EXHIBIT C – Amendment 1**

- 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.

RFA-2023-BEAS-04-BEASN-03-A01

Grafton County Senior Citizens Council, Inc.

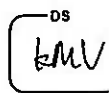
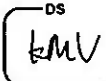
Contractor Initials 
Date 3/22/2023

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: 
 Date: 3/22/2023

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: 0005774639



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, ROBERT B. MUH, Board President, 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 Grafton County Senior Citizens Council
(Corporation/LLC Name) (hereinafter "GCSCC 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 JULY 24, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

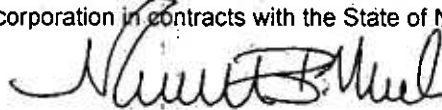
VOTED: That Kathleen Vasconcelos Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of GCSCC, 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: MARCH 10, 2023



Signature of Elected Officer
Name: ROBERT B. MUH
Title: Board President, GCSCC Inc.



GRAFCOU-01

ARUDIO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/27/2023

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 Kinney Pike Insurance a One Digital Company 1011 North Main Street, Suite 4 White River Junction, VT 05001 | CONTACT NAME: Janice Huntley PHONE (A/C, No, Ext): (800) 296-5722 53238 FAX (A/C, No): (802) 296-6126 | | |
| | E-MAIL ADDRESS: JC.Huntley@onedigital.com | | |
| INSURED Grafton County Senior Citizens Council Inc PO Box 433 Lebanon, NH 03766 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Philadelphia Indemn Insurance | | 18058 |
| | INSURER B: Wesco Insurance Company | | 25011 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

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 WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK2481089 | 10/25/2022 | 10/25/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| | | | | | | | PRODUCTS - COM/POP AGG | \$ 3,000,000 |
| | | | | | | | EMPLOYEE BENEFIT | \$ 3,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2481089 | 10/25/2022 | 10/25/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | PHUB838029 | 10/25/2022 | 10/25/2023 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | Aggregate | \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WWC3617228 | 11/13/2022 | 11/13/2023 | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |

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 & FL. Robert Muh, William Geraghty, Dean Cashman and Martha Richards are Excluded Officers.

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

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, 2021 and 2020

SINGLE AUDIT REPORTS
September 30, 2021

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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, 2021, 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, 2021, 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 23, 2022, 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 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 12, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Rowley & Associates, P.C.
Concord, New Hampshire
June 23, 2022

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
September 30, 2021 With Comparative Totals for September 30, 2020
 See Independent Auditor's Report

| ASSETS | Net Assets Without Donor Restriction | Net Assets With Donor Restriction | Total 2021 | Total 2020 |
|--|--|---|---------------------------|---------------------------|
| CURRENT ASSETS | | | | |
| Cash and cash equivalents | \$ 560,971 | \$ 26,639 | \$ 587,610 | \$ 576,914 |
| Investments | 310,918 | - | 310,918 | 245,838 |
| Accounts receivable | 18,413 | - | 18,413 | 4,737 |
| Grants receivable | 261,624 | 12,575 | 274,199 | 201,727 |
| Inventories | 19,763 | - | 19,763 | 25,815 |
| Prepaid expenses | 19,708 | - | 19,708 | 11,130 |
| Deposits | - | - | - | 16,760 |
| | <u>1,191,397</u> | <u>39,214</u> | <u>1,230,611</u> | <u>1,082,921</u> |
| LAND, BUILDING AND EQUIPMENT, at cost | | | | |
| Land | 39,012 | - | 39,012 | 39,012 |
| Buildings and improvements | 3,261,668 | - | 3,261,668 | 3,191,804 |
| Equipment | 244,761 | - | 244,761 | 253,244 |
| Vehicles | 898,055 | - | 898,055 | 707,649 |
| | <u>4,443,496</u> | <u>-</u> | <u>4,443,496</u> | <u>4,191,709</u> |
| Accumulated depreciation | <u>(2,226,364)</u> | <u>-</u> | <u>(2,226,364)</u> | <u>(2,065,539)</u> |
| | <u>2,217,132</u> | <u>-</u> | <u>2,217,132</u> | <u>2,126,170</u> |
| LONG-TERM ASSETS | | | | |
| Investments, Endowment | <u>268,917</u> | <u>231,467</u> | <u>500,384</u> | <u>310,648</u> |
| Total Assets | <u>\$3,677,446</u> | <u>\$ 270,681</u> | <u>\$3,948,127</u> | <u>\$3,519,739</u> |
| LIABILITIES AND NET ASSETS | | | | |
| CURRENT LIABILITIES | | | | |
| Accounts payable | \$ 41,618 | \$ - | \$ 41,618 | \$ 32,821 |
| Accrued expenses | 154,618 | - | 154,618 | 133,069 |
| Security deposits | 325 | - | 325 | 325 |
| | <u>196,561</u> | <u>-</u> | <u>196,561</u> | <u>166,215</u> |
| OTHER LIABILITIES | | | | |
| SBA Payroll Protection Program loan | - | - | - | <u>359,800</u> |
| NET ASSETS | | | | |
| Without donor restriction: | | | | |
| Operating | 683,918 | - | 683,918 | 285,816 |
| Board designated | 579,835 | - | 579,835 | 345,126 |
| Investment in fixed assets, | <u>2,217,132</u> | <u>-</u> | <u>2,217,132</u> | <u>2,126,170</u> |
| | <u>3,480,885</u> | <u>-</u> | <u>3,480,885</u> | <u>2,757,112</u> |
| With donor restriction | - | 270,681 | 270,681 | 236,612 |
| | <u>3,480,885</u> | <u>270,681</u> | <u>3,751,566</u> | <u>2,993,724</u> |
| Total Liabilities and Net Assets | <u>\$3,677,446</u> | <u>\$ 270,681</u> | <u>\$3,948,127</u> | <u>\$3,519,739</u> |

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, 2021
With Comparative Totals For Year Ended September 30, 2020
See Independent Auditor's Report

| | Net Assets Without Donor Restriction | Net Assets With Donor Restriction | Total 2021 | Total 2020 |
|--|--|---|---------------------|--------------------|
| REVENUE AND OTHER SUPPORT | | | | |
| Contributions: | | | | |
| Local government agencies | \$ 351,820 | \$ - | \$ 351,820 | \$ 381,434 |
| Senior center activities and fundraising | 8,934 | - | 8,934 | 24,051 |
| Program participant | 169,979 | - | 169,979 | 174,870 |
| General contributions and other | 522,848 | 3,549 | 526,397 | 701,030 |
| Contributions, non-cash | 237,304 | - | 237,304 | 194,445 |
| Contributions, in-kind | 13,000 | - | 13,000 | - |
| Special events | - | - | - | 375 |
| United Way agencies | - | 23,760 | 23,760 | 17,668 |
| Other Support: | | | | |
| Miscellaneous income | 9,155 | - | 9,155 | 7,695 |
| Rental income | 3,300 | - | 3,300 | 14,932 |
| Governmental programs and fees for contract services | 2,078,106 | 61,877 | 2,139,983 | 2,156,324 |
| | <u>3,394,446</u> | <u>89,186</u> | <u>3,483,632</u> | <u>3,672,824</u> |
| Net Assets Released From Donor Imposed Restrictions | <u>86,854</u> | <u>(86,854)</u> | <u>-</u> | <u>-</u> |
| EXPENSES | | | | |
| Program Services | | | | |
| Senior transportation | 274,664 | - | 274,664 | 478,694 |
| Nutrition programs | 1,718,043 | - | 1,718,043 | 1,756,724 |
| Social services programs | 47,550 | - | 47,550 | 73,881 |
| Service Link | 396,603 | - | 396,603 | 372,975 |
| RSVP programs | 148,721 | - | 148,721 | 121,215 |
| Senior center activities | 22,849 | - | 22,849 | 34,812 |
| | <u>2,608,430</u> | <u>-</u> | <u>2,608,430</u> | <u>2,838,301</u> |
| Supporting Services | | | | |
| Management and general | 718,312 | - | 718,312 | 734,373 |
| Fundraising | 79,814 | - | 79,814 | 81,597 |
| | <u>798,126</u> | <u>-</u> | <u>798,126</u> | <u>815,970</u> |
| | <u>3,406,556</u> | <u>-</u> | <u>3,406,556</u> | <u>3,654,271</u> |
| Net Operating Increase in Net Assets | 74,744 | 2,332 | 77,076 | 18,553 |
| NON-OPERATING GAINS AND LOSSES | | | | |
| Interest income | 332 | - | 332 | 795 |
| Interest and dividends on investment and Endowment | 8,393 | 4,729 | 13,122 | 13,374 |
| Realized and unrealized gain on investments and Endowment, net of fees | 42,275 | 27,008 | 69,283 | 14,286 |
| SBA Payroll Protection Program | 359,800 | - | 359,800 | - |
| Employee retention credit, net direct cost of \$12,822 | 239,626 | - | 239,626 | - |
| Loss on disposal of fixed assets | (1,397) | - | (1,397) | - |
| | <u>649,029</u> | <u>31,737</u> | <u>680,766</u> | <u>28,455</u> |
| NET INCREASE IN NET ASSETS | 723,773 | 34,069 | 757,842 | 47,008 |
| NET ASSETS, BEGINNING OF YEAR | <u>2,757,112</u> | <u>236,612</u> | <u>2,993,724</u> | <u>2,946,716</u> |
| NET ASSETS, END OF YEAR | <u>\$ 3,480,885</u> | <u>\$ 270,681</u> | <u>\$ 3,751,566</u> | <u>\$2,993,724</u> |

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, 2021
 (With Comparative Totals for the Year Ended September 30, 2020)
 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 | 2021 | 2020 |
| Salaries and wages | \$ 122,087 | \$ 750,296 | \$ 33,302 | \$ 259,551 | \$ 85,970 | \$ - | \$ 1,251,206 | \$ 418,059 | \$ 46,451 | \$ 1,715,716 | \$ 1,870,363 |
| Payroll taxes | 5,476 | 61,771 | 2,398 | 19,874 | 6,609 | - | 96,128 | 31,550 | 3,506 | 131,184 | 142,776 |
| Employee benefits | 2,618 | 54,806 | 8,477 | 29,148 | 7,614 | - | 102,663 | 40,864 | 4,540 | 148,067 | 184,563 |
| Travel | 459 | 21,071 | 198 | 4,432 | 837 | - | 26,997 | 6,843 | 760 | 34,600 | 53,077 |
| Supplies | 2,844 | 94,770 | 113 | 15,220 | 13,706 | 3,970 | 130,623 | 37,884 | 4,209 | 172,716 | 152,369 |
| Food and beverages | - | 262,779 | - | - | - | - | 262,779 | 570 | 63 | 263,412 | 276,956 |
| Donated food and beverages | - | 97,127 | - | - | - | - | 97,127 | - | - | 97,127 | 120,014 |
| Rent and utilities | 1,509 | 117,978 | 648 | 17,654 | 984 | - | 138,773 | 9,188 | 1,021 | 148,982 | 159,857 |
| Vehicle expense | 31,257 | - | - | - | - | - | 31,257 | 494 | 55 | 31,806 | 68,218 |
| Postage | 43 | 2,766 | 73 | 1,891 | 1,235 | 233 | 6,241 | 3,539 | 393 | 10,173 | 9,658 |
| Repairs and maintenance | 3,692 | 123,161 | 1,083 | 2,202 | 572 | - | 130,710 | 10,343 | 1,149 | 142,202 | 122,244 |
| Telephone and internet | 280 | 17,208 | 88 | 7,603 | 1,724 | - | 26,903 | 5,894 | 655 | 33,452 | 28,923 |
| Professional Fees | - | - | - | 11,378 | - | - | 11,378 | 69,974 | 7,775 | 89,127 | 70,220 |
| Bank and other fees | - | 700 | - | - | 534 | - | 1,234 | 880 | 98 | 2,212 | 1,492 |
| Interest expense | - | - | - | - | - | - | - | 59 | 7 | 66 | 1,742 |
| Dues and subscriptions | - | - | - | - | 50 | - | 50 | 3,533 | 393 | 3,976 | 2,853 |
| Insurance | 18,882 | 48,547 | 347 | 10,307 | 2,736 | - | 80,819 | 13,424 | 1,492 | 95,735 | 120,451 |
| Marketing/public relations | 35 | 510 | 4 | - | 9,356 | - | 9,905 | 13,978 | 1,553 | 25,436 | 19,748 |
| Staff development | 1,647 | 4,727 | 4 | 502 | 404 | 340 | 7,624 | 7,737 | 860 | 16,221 | 11,798 |
| Printing and copying | - | - | - | - | 633 | - | 633 | 1,265 | 141 | 2,039 | 4,913 |
| Volunteer recognition | - | 10 | - | 100 | 4,045 | 146 | 4,301 | 344 | 38 | 4,683 | 632 |
| Miscellaneous expenses | 91 | 1,041 | 2 | 3,543 | 977 | 70 | 5,724 | 5,362 | 596 | 11,682 | 11,933 |
| Depreciation | 83,438 | 49,160 | 764 | 10,511 | - | - | 143,873 | 25,296 | 2,811 | 171,980 | 155,972 |
| Fundraising | 7 | 48 | - | - | - | 4 | 59 | 1,818 | 202 | 2,079 | 887 |
| Technology | 299 | 9,428 | 49 | 2,687 | 2,073 | - | 14,536 | 8,471 | 941 | 23,948 | 31,055 |
| Other program expenses | - | 139 | - | - | 8,662 | 311 | 9,112 | - | - | 9,112 | 1,774 |
| Senior activity expense | - | - | - | - | - | 17,775 | 17,775 | 943 | 105 | 18,823 | 29,783 |
| Total Expenses | \$ 274,664 | \$ 1,718,043 | \$ 47,550 | \$ 396,603 | \$ 148,721 | \$ 22,849 | \$ 2,608,430 | \$ 718,312 | \$ 79,814 | \$ 3,406,556 | \$ 3,654,271 |

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, 2021 and 2020
 See Independent Auditor's Report

| | <u>2021</u> | <u>2020</u> |
|--|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Increase in net assets | \$ 757,842 | \$ 47,008 |
| Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities: | | |
| Depreciation | 171,980 | 155,972 |
| Contributions of fixed assets | (130,339) | (64,474) |
| Loss on disposal of fixed assets | 1,397 | - |
| Forgiveness of SBA Payroll Protection Program | (359,800) | - |
| Gain on realized & unrealized investments & Endowment | (75,363) | (19,197) |
| (Increase) decrease in operating assets | | |
| Accounts receivable | (13,676) | 15 |
| Grants receivable | (72,472) | 71,666 |
| Inventories | 6,052 | (2,670) |
| Prepaid expenses | (8,578) | 5,162 |
| Deposits | 16,760 | (16,760) |
| Increase (decrease) in operating liabilities | | |
| Accounts payable | 8,797 | (42,742) |
| Accrued expenses | 21,549 | 6,826 |
| Net cash provided by operating activities | <u>324,149</u> | <u>140,806</u> |
| CASH FLOW FROM INVESTING ACTIVITIES: | | |
| Proceeds from sales on investments and Endowment | 149,672 | 192,563 |
| Purchases of investments and Endowment | (329,124) | (183,438) |
| Cash paid for purchases of fixed assets | (134,001) | (35,056) |
| Net cash (used) by investing activities | <u>(313,453)</u> | <u>(25,931)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Net proceeds (payments) on line of credit | - | (157,000) |
| Net proceeds from SBA Payroll Protection Program | - | 359,800 |
| Net cash provided by financing activities | <u>-</u> | <u>202,800</u> |
| Net increase in cash and cash equivalents | 10,696 | 317,675 |
| Cash and cash equivalents, beginning of year | <u>576,914</u> | <u>259,239</u> |
| Cash and cash equivalents, end of year | <u>\$ 587,610</u> | <u>\$ 576,914</u> |
| SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION | | |
| Non cash contributions | <u>\$ 237,304</u> | <u>\$ 197,445</u> |
| In kind contributions | <u>\$ 13,000</u> | <u>\$ -</u> |
| Cash paid for interest | <u>\$ 66</u> | <u>\$ -</u> |
| Cost of fixed assets acquired | 281,100 | 99,530 |
| Deposit paid in prior year | (16,760) | - |
| Donation of fixed assets | (130,339) | (64,474) |
| Net cash paid for fixed assets | <u>\$ 134,001</u> | <u>\$ 35,056</u> |

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, 2021 and 2020

I. 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, 2021 and 2020.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2021 and 2020

I. 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, 2021 and 2020, 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, 2021 and 2020 amounted to 12,933 and 35,665 hours, respectively. If valued at the New Hampshire minimum wage of \$7.25 per hour the contributed services would total \$93,764 and \$258,571, respectively.

The Council receives an in-kind contribution of rent of \$13,000 which is recorded in the financial statements. This is further described in Footnote 10 – Lease Obligations.

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, 2021 contributed food, supplies, and fixed assets were \$97,127, \$9,838 and \$130,339, respectively. For the year ended September 30, 2020 contributed food, supplies, and fixed assets were \$121,701, \$8,270 and \$64,474, 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.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2021 and 2020

1. 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:

| | <u>Years</u> |
|----------------------------|--------------|
| Buildings and improvements | 7-50 |
| Equipment | 5-20 |
| Vehicles | 5-7 |

Depreciation expense recorded by the Council for the years ended September 30, 2021 and 2020 was \$171,980 and \$155,972, 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, 2021 and 2020, 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, 2021 and 2020, 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.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2021 and 2020

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 is effective for annual reporting periods beginning after December 15, 2021.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through June 23, 2022, 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, 2021 and 2020, 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, 2021 and 2020, the Organization had \$256,696 and \$320,276 in uninsured cash balances, respectively.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2021 and 2020

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, 2021:

| | <u>Fair Market Value</u> | <u>Cost</u> |
|-------------------------|--------------------------|------------------|
| Investments: | | |
| Money Markets | \$ 19,549 | \$ 19,549 |
| Bond Mutual Funds | 100,357 | 100,406 |
| Equity Mutual Funds | 6,883 | 7,035 |
| Marketable Alternatives | 5,494 | 5,526 |
| ETFs | <u>178,635</u> | <u>124,315</u> |
| | <u>\$310,918</u> | <u>\$256,831</u> |

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 or 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, 2021:

| | <u>Fair Market Value</u> | <u>Cost</u> |
|-------------------------|--------------------------|------------------|
| Investments, Endowment: | | |
| Money Markets | \$ 15,627 | \$ 15,627 |
| Bond Mutual Funds | 170,279 | 170,098 |
| Equity Mutual Funds | 9,720 | 10,003 |
| Marketable Alternatives | 10,130 | 10,191 |
| ETFs | <u>294,628</u> | <u>224,559</u> |
| | <u>\$500,384</u> | <u>\$430,478</u> |

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2021 and 2020

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 assets (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.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2021 and 2020

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, 2021 and 2020 are as follows:

| | <u>Board Designated</u> | <u>Restricted in Perpetuity</u> | <u>Total</u> |
|--|-----------------------------|-------------------------------------|------------------|
| Endowment net assets, September 30, 2019 | \$ 102,070 | \$211,994 | \$314,064 |
| Net, contributions/withdrawals | 2,657 | - | 2,657 |
| Investment income | 2,449 | 5,247 | 7,696 |
| Net appreciation | 1,922 | 4,974 | 6,896 |
| Withdrawals in accordance with spending policy | <u>(9,810)</u> | <u>(10,855)</u> | <u>(20,665)</u> |
| Endowment net assets, September 30, 2020 | <u>\$ 99,288</u> | <u>\$211,360</u> | <u>\$310,648</u> |
| Net, contributions/withdrawals | 165,382 | - | 165,382 |
| Investment income | 2,715 | 4,729 | 7,444 |
| Net appreciation | 8,410 | 27,008 | 35,418 |
| Withdrawals in accordance with spending policy | <u>(6,878)</u> | <u>(11,630)</u> | <u>(18,508)</u> |
| Endowment net assets, September 30, 2021 | <u>\$268,917</u> | <u>\$231,467</u> | <u>\$500,384</u> |

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, 2021 and 2020 in the amounts of \$96,504 and \$84,830, 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 May 15, 2022. The interest rate at September 30, 2021 and 2020 was 3.25% and 3.75%, respectively. Interest payments are required monthly. There was no outstanding balance as of September 30, 2021 and 2020, 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.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2021 and 2020

10. LEASE OBLIGATION

In May 2011, the Council entered into an 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, 2021 and 2020, respectively, the Council expensed rent in the amount of \$4,200 related to the lease.

The Council leases property in Littleton. As of the date of this report the Council is operating under a verbal agreement. During the years ended September 30, 2021 and 2020, respectively, the Council expensed rent in the amount of \$16,474 and \$16,474 related to the lease, respectively.

In November 2019 the Council entered a new lease agreement for additional space in Littleton. This is a three-year lease expiring in October 2022. Rent expense related to this lease was \$5,390 and \$5,390, respectively for the years ended September 30, 2021 and 2020.

The Council leases a property in Lincoln, New Hampshire. The current lease agreement expires in December 2023. During the years ended September 30, 2021 and 2020, respectively, the Council expensed rent in the amount of \$12,528 and \$12,442 related to this lease.

In October 2021 the Council renewed a one-year lease of property in Bristol, New Hampshire. The agreement expires in September 2022. During the years ended September 30, 2021 and 2020, respectively, the Council expensed rent in the amount of \$7,200 and \$10,200, respectively related to this lease. The rent was temporarily decreased due to the lack of use due to Covid-19.

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, 2021 and 2020, respectively, the Council expensed rent in the amount of \$885 and \$4,350, respectively related to the lease.

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.

Future minimum lease payments on the above leases as of September 30 are:

| | |
|------------|-------------------|
| 2022 | \$ 30,734 |
| 2023 | 22,558 |
| 2024 | 7,332 |
| 2025 | 4,200 |
| 2026 | 4,200 |
| Thereafter | <u>40,600</u> |
| | <u>\$ 109,624</u> |

The Council also leases office equipment under short-term operating lease agreements.

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, 2021:

| | |
|---|-------------|
| Federal and State Funded Contracts, Grants and Programs | \$2,139,983 |
| Percentage of Total Support and Revenue | 61% |

One-time Covid-19 grants totaled \$147,812. The regular contracts percentage of total support and revenue was 57%.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2021 and 2020

12. BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

| | <u>2021</u> | <u>2020</u> |
|-----------------------------------|-------------------|-------------------|
| Investment reserve | \$ 103,772 | \$ 64,796 |
| Mascoma area reserve | 27,737 | 24,032 |
| Plymouth reserve | 11,809 | 10,265 |
| Littleton reserve | 120,850 | 105,655 |
| Horse Meadow reserve | 46,750 | 41,090 |
| GCSCC Endowment fund | <u>268,917</u> | <u>99,288</u> |
| Total board designated net assets | <u>\$ 579,835</u> | <u>\$ 345,126</u> |

13. NET ASSETS WITH DONOR RESTRICTION

Net assets subject to expenditure for specific purpose or time:

| | <u>2021</u> | <u>2020</u> |
|-------------------------|---------------|---------------|
| Marketing & development | \$ 2,020 | \$ 2,020 |
| Veteran services | 12,575 | - |
| Basket raffle | 556 | 556 |
| Food Pantry | 2,663 | 1,462 |
| Congregate chairs | 1,500 | - |
| Tufts health plan | 605 | 1,804 |
| Bus matches | 13,300 | 13,300 |
| Shelf stable food | 995 | 1,110 |
| NHCF for arts | <u>5,000</u> | <u>5,000</u> |
| Subtotal | <u>39,214</u> | <u>25,252</u> |

Net assets subject to restriction in perpetuity:

| | | |
|-----------------------|----------------|----------------|
| Clapper Memorial Fund | 36,925 | 33,819 |
| Jean Clay fund | <u>194,542</u> | <u>177,541</u> |
| Subtotal | <u>231,467</u> | <u>211,360</u> |

| | | |
|---|------------------|------------------|
| Total Net Assets With Donor Restriction | <u>\$270,681</u> | <u>\$236,612</u> |
|---|------------------|------------------|

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:

| | <u>2021</u> | <u>2020</u> |
|---------------------------|-------------------|-------------------|
| Cash and cash equivalents | \$ 587,610 | \$576,914 |
| Investments | 310,918 | 245,838 |
| Accounts receivable | 18,413 | 4,737 |
| Grants receivable | <u>274,199</u> | <u>201,727</u> |
| | 1,191,140 | 1,029,216 |
| Less amounts subject to: | | |
| Donor imposed restriction | <u>(270,681)</u> | <u>(236,612)</u> |
| | <u>\$ 920,459</u> | <u>\$ 792,604</u> |

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2021 and 2020

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:

| | <u>Fair Value</u> | Quoted Prices in Active Markets For Identical Assets (Level 1) | Significant other Observable Inputs (Level 2) |
|-------------------------|--------------------|---|---|
| <u>2021</u> | | | |
| Investments & Endowment | \$ 811,302 | \$ 811,302 | \$ - |
| Accounts receivable | 18,413 | - | 18,413 |
| Grants receivable | <u>274,199</u> | - | <u>274,199</u> |
| | <u>\$1,103,914</u> | <u>\$ 811,302</u> | <u>\$ 292,612</u> |
| | | | |
| <u>2020</u> | | | |
| Investments & Endowment | \$ 556,486 | \$ 556,486 | \$ - |
| Accounts receivable | 4,737 | - | 4,737 |
| Grants receivable | <u>201,727</u> | - | <u>201,727</u> |
| | <u>\$ 762,950</u> | <u>\$ 556,486</u> | <u>\$ 206,464</u> |

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 rents three parking spaces on a month-to-month verbal agreement for \$75 per month. The Council also had a one-year lease agreement for use of its building in Plymouth, New Hampshire. The lease was for \$200 per month and expired in June 2021. The agreement has continued on a month-to-month basis.

Rental income for the years ended September 30, 2021 and 2020 were \$3,300 and \$14,932, respectively. There is no required future minimum rental income.

17. SBA PAYROLL PROTECTION PROGRAM LOAN

On April 23, 2020 the Council received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$359,800. This loan calls for interest fixed at 1%. No payments were required for six months from the date of the loan. This note was to mature two years from the date of first disbursement of the loan.

This loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) on January 21, 2021.

18. RISKS AND UNCERTAINTIES – COVID-19

As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

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, 2021, 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 23, 2022.

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.
Concord, New Hampshire
June 23, 2022

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
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46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
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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, 2021. 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, 2021.

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.

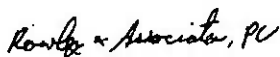
Report on Internal Control over Compliance

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, P.C.
Concord, New Hampshire
June 23, 2022

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2021

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 unqualified 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:

| <u>Federal Program, Aging Cluster:</u> | <u>Federal Assistance Number</u> |
|--|----------------------------------|
| 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, 2021

| <u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u> | <u>Federal Assistance Number</u> | <u>Federal Expenditures</u> |
|---|--|---------------------------------|
| US DEPARTMENT OF HEALTH AND HUMAN SERVICES | | |
| <i>Passed through the NH Department of Health and Human Services</i> | | |
| AGING-CLUSTER | | |
| Title IIIB, Supportive Services and Senior Centers | 93.044 | \$ 59,005 |
| Title IIIC, Nutrition Services Incentive Program | 93.045 | 523,472 |
| COVID-19 - Title IIIC, Nutrition Services Incentive Program | 93.045 | <u>37,408</u> |
| | | <u>560,880</u> |
| Nutrition Services Incentive Program - Food Distribution | 93.053 | <u>121,904</u> |
| TOTAL AGING-CLUSTER | | <u>741,789</u> |
| Service Link, Special Programs for the Aging, Title IV, and Title II | 93.048 | 13,188 |
| Service Link, National Family Caregiver Support, title III, Part E | 93.052 | 27,056 |
| Service Link, Medicare Enrollment Assistance Program | 93.071 | 3,683 |
| Service Link, State Health Insurance Assistance Program | 93.324 | 12,297 |
| Title XX, Social Services Block Grant | 93.667 | 181,193 |
| Service Link, Social Services Block Grant | 93.667 | <u>9,430</u> |
| | | <u>190,623</u> |
| Service Link, Medical Assistance Program | 93.778 | <u>86,378</u> |
| TOTAL US DEPARTMENT OF HEALTH AND HUMAN SERVICES | | <u>1,075,014</u> |
| US DEPARTMENT OF AGRICULTURE | | |
| <i>Direct Program - Community Facilities Loans and Grants</i> | 10.766 | <u>29,000</u> |
| US DEPARTMENT OF VETERAN AFFAIRS | | |
| <i>Passed through the NH Department of Military Affairs Veterans Services</i> | | |
| COVID-19 - Traditional Veteran Services Support Program | 64.033 | <u>7,957</u> |
| CORPORATION FOR NATIONAL AND COMMUNITY SERVICE | | |
| <i>Direct Program - Title IIA, Retired and Senior Volunteer Program (RSVP)</i> | 94.002 | <u>98,517</u> |
| DEPARTMENT OF THE TREASURY | | |
| <i>Passed through the Governor's Office for Emergency Relief & Recovery</i> | | |
| COVID-19 - Volunteer NH | 21.019 | 38,215 |
| COVID-19 - Senior Center Modification Program | 21.019 | <u>42,328</u> |
| | | <u>80,543</u> |
| COVID-19 - Special Programs for the Aging, Title IV, and Title II | 93.048 | 20,000 |
| COVID-19 - State Health Insurance Assistance Program | 93.324 | <u>1,904</u> |
| TOTAL DEPARTMENT OF THE TREASURY | | <u>102,447</u> |
| TOTAL EXPENDITURES OF FEDERAL AWARDS | | <u><u>\$ 1,312,935</u></u> |

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, 2021

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.



GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

BOARD OF DIRECTORS

2022

Officers

| | | Term | Committees |
|--|----------------|-------------|--|
| President Bob Muh | Littleton, NH | 2nd (2023) | Executive Governance Marketing & Dev. |
| Vice President Bill Geraghty | Hanover, NH | 2nd (2025) | Executive Governance (Chair) Finance Marketing & Development Personnel |
| Treasurer Dean Cashman | Lebanon, NH | 1st (2023) | Executive Finance (Chair) |
| Secretary Martha Richards | Holderness, NH | 2nd (2023) | Executive Governance Strategic Planning |

Directors

| | | | |
|-----------------------|---------------------|------------|---|
| Neil Castaldo | Hanover, NH | 3rd (2025) | Strategic Planning (Chair) Executive |
| Lori Fortini | Lebanon, NH | 1st (2023) | Program Planning & Evaluation |
| Bill Karkheck | Bridgewater, NH | 1st (2024) | Facilities |
| Shauna Kimball | North Haverhill, NH | 1st (2024) | Marketing & Development |
| Craig Labore | Grantham, NH | 3rd (2024) | Program Planning & Evaluation |
| Steve Marion | Hanover, NH | 3rd (2025) | Governance Strategic Planning |
| Doug Menzies | Littleton, NH | 2nd (2025) | Marketing & Development |
| Natalie Murphy | Bridgewater, NH | 2nd (2025) | Program Planning & Evaluation (Chair) |
| Samantha Norrie | Littleton, NH | 1st (2024) | Finance |
| Christine St. Laurent | Campton, NH | 1st (2024) | 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

EDUCATIONMaster of Science, Nonprofit and Association Management
University of Maryland University College, Adelphi, Maryland

2017

Bachelor of Arts, Communication Studies
University of Maryland University College, Adelphi, Maryland

2004

Bachelor of Science, Aeronautical Science
Embry-Riddle Aeronautical University, Daytona Beach, Florida

1997

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 AFFILIATIONS

- 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.

BARRIE ROSALINDA

Career Experience

Associate Director, Business Operations

Grafton County Senior Citizens Council, Inc.

Lebanon, New Hampshire

2022 to present

Responsible for the agency's business operations, including finance, data collection and analysis, contract management, purchasing, payroll, and information technology. Assists the financial team in the development of the agency's budget, audit, and other financial functions. Oversees management of the agency's data for the purpose of both internal and external reporting. Responsible for management of assets, including facilities, fleet of vehicles, and equipment. Plans for future capital needs and maintains the agency's Capital Improvement Plan. Manages agency contracts and purchasing. Supervisory role.

Financial and Micro Business Development Coach

CVOEO

Burlington/St. Albans, Vermont

2020 to 2022

The coaching role includes teaching Financial Future classes, collaborative efforts with statewide Micro Business Development programs including Vermont Matching Savings, networking with other non-profit and state agencies, data collection and maintenance; and of course, meeting with clients virtually in both the Growing Money program and the Micro Business Development program. All work is with low to moderate income families. Financial/business knowledge, empathy, ethics & confidentiality, patience & persistence, and professionalism is needed. Pleasant demeanor. Positive attitude.

Director of Finance

Bridges Resort/Bridges Owners Association

Warren, Vermont

2019 – 2020

With my hire, all accounting functions were no longer outsourced. The position required building the accounting platform and developing association standards and rules honoring the bylaws and standard accounting practices. Effective communication, collaboration and a team-oriented approach were needed to achieve success. Once the foundation was generated and functioning, the position became more analytical and directive to include data analysis, report generation, strategic planning, and budgeting. The position also included human resource administration and full-charge bookkeeping responsibilities.

Administrator

South Royalton School-Based Health Clinic/HealthHUB

Royalton, Vermont

2019 - present

The Administrator role for this small non-profit is to support the organization's working board of directors. The position is part-time and requires simple office administration, bookkeeping, marketing, and website management. The key function of the position is seeking funding and grant writing.

Barrie L. Rosalinda

**Associate Director of the Business Office
Goddard College
Plainfield, Vermont**

2018

Reason for leaving: My employment relationship with Goddard College was short lived. After my hire, the college was placed on probation for two years by the accreditation board citing leadership and financial management issues. Additionally, the fiscal financial audit classified the college as a going concern. In the brief time I was employed by the college, the job I was hired to do grew in responsibility and my benefits and salary reduced. It was all very disheartening and unknown to me when I was hired. Out of concern for the future of the college and its ability to continue to employ me, I decided to leave my position – a decision I made within a month of being employed there.

**Director of Finance and Administration
Classic Designs by Matthew Burak
St. Johnsbury, Vermont**

2017 - 2018

Development of accounting system to support and accurately reflect operations to enable analysis and explore cost saving opportunities by department/product. Human resource management and oversight to include a concentrated effort in building job descriptions, evaluation of staffing needs, to provide clarity to employees, to develop performance measures and evaluation of employees and to manage workers compensation mod factor. Building professional development opportunities for employees. Financial management inclusive of budget creation and monitoring, cost analysis, and cash flow management. Strategic planning. Policy creation and development inclusive of employee buy-in. Exhaustive exploration and analysis to ensure maximum operating capacity is exercised determined by dissecting all areas of operations. Includes full-charge bookkeeper/controller duties. Leadership and supervisory role.

**Administrative Assistant
NECCO, Inc.
Waitsfield, Vermont**

2016-2020

Position required balancing the administrative requirements necessary to secure project bids, record job costs, time-line management as well as all reporting and contract administration. Bookkeeping responsibilities including payroll administration. Ability to interface with federal websites to drawdown funds for specific jobs/contracts. Ability to meet deadlines under pressure.

**Manager
COMPUCOUNT, INC.
Randolph, Vermont**

2015-2016

Newly created position designed to balance system development, management and oversight of all bookkeeping functions and bookkeepers for accounting firm. Additionally, the position requires hands-on bookkeeping and payroll processing for clients and tax preparation for clients. The position involved processing high volumes of work accurately by set deadlines. Tax based accounting. Confidentiality. Grace under pressure.

Barrie L. Rosalinda

Adjunct Faculty

COMMUNITY COLLEGE OF VERMONT

St. Johnsbury, Morrisville, White River Jct. & Montpelier, Vermont

2013 - present

Responsible for designing and developing curriculum to meet the learning objectives established by the college and to meet student needs. Effective communication with diverse populations is necessary. Presentation and assessment skills required. Requires a degree of creativity to address varied student learning styles. Business, management, communication, and accounting knowledge required to teach accounting and business-related courses. Self-branding skills needed to generate enrollment. Confidentiality. Enthusiasm.

Controller

Accounting Department Manager/Human Resource Manager

WILKINS ENTERPRISES, INC.

DBA Wilkins Harley-Davidson

South Barre, Vermont

2013 - 2015

Daily monitoring of five departments ensuring point of sale transactions were managed according to dealership policy, motor company expectations, and adherence to Generally Accepted Accounting Principles. Extensive work with account reconciliation, general ledger, transaction data and analysis, and inventory management and controls, and cash flow. Full charge bookkeeping responsibilities. Continuous process improvement designed to build and support strategic growth. Team focused environment requiring strong commitment to a customer centric approach for both internal and external customers. The position requires quick response to fast paced and high-volume work. Ability to fully comprehend systems was necessary to enable prioritization. Supervisory role.

Accounting Manager

DUBOIS & KING

Randolph, Vermont

2011-2013

Process management of internal controls coordinating five locations. Intimate knowledge required of company-wide projects. Constant budgetary monitoring of individual projects requiring up-to-date data entry monitoring and coordination with project engineers. Oversight of monthly invoicing cycles as part of cash flow management, labor analysis and management, and weekly report generation. Supervisory role of accounting staff.

Business Consultant

ROSALINDA CONSULTING

2010 - present

Specializing in non-profit organizations: process and procedure development; operationalization aligned with policy, financial management, design, and record keeping; grant writing, board development, and building an infrastructure for a sustainable future. Extensive work with Board of Directors, expertise in budget creation and grants management, development of sustainable growth strategies, cash flow analysis and projections, and financial statement analysis inclusive of year-to-year comparisons of financial ratios. Grace, objectiveness, adaptability, flexibility, and confidentiality.

Barrie L. Rosalinda

**Business/Operations Manager
Controller**

**INSTITUTE FOR INNOVATIVE TECHNOLOGY IN MEDICAL EDUCATION
Lebanon, New Hampshire**

2007-2010

Administered the business operations utilizing the knowledge necessary to execute the day-to-day operations, manage and sustain growth, develop infrastructure, market, respect fiscal constraints, and build a desired corporate culture. Served as liaison between subscribing medical institutions and medical doctor executive directors coordinating with hundreds of doctors nationwide. Creation and maintenance of organizational budget. Negotiated contracts with institutions for the purchase of medical doctor's time and contracts with national organizations outlining collaborative efforts resulting in the development of virtual patient cases. National level event planning and execution. Represented the organization, its leadership, and collaborating medical doctors at national conferences. Success enhanced with the ability to be flexible, to identify problems as opposed to symptoms, to problem solve creatively and be resourceful, and adapt to a constantly changing environment. Must be confident when speaking to large groups, always demonstrate professionalism, exercise patience in striving to reach efficiencies, and remain sensitive to the politics of collaborators.

**Public Transit Coordinator
Vermont Ride Share Coordinator
VERMONT AGENCY OF TRANSPORTATION
Montpelier, Vermont**

2005-2007

Served the public by coordinating efforts of public transit providers throughout the state. Monitored provider business activity evaluating compliance with state and federal funding agreements conducting detailed exploratory compliance reviews resulting in formal written reports presented orally to board of directors. Required well-rounded operational knowledge of business administration, strong written and verbal communication, and ability to interpret state and federal regulations demonstrating knowledge of how to apply them to day-to-day operations, skillful negotiation abilities in the face of adversity and confrontation and demonstrated maturity in dealing with the public. Coordinated tristate initiative for carbon footprint reduction with carpooling and vanpooling programs in Vermont, New Hampshire, and Maine inclusive of research, development of project plan and execution of plan. Developed a statewide funding formula for a specific program shared among transit providers.

Prior work includes:

- Prevent Child Abuse Vermont – Controller (fund accounting)
- Town of Bethel – Accountant (fund accounting, tax billing, utility billing, delinquent tax management)
- Sullivan, Brownell & Davies – Accountant, Media Buyer (advertising agency)
- WSK1 – Broadcast Media, Traffic Coordinator, on-air staff
- State Farm Insurance - Administration

Education

**Master of Business Administration
Financial Management Specialization
Northcentral University, Prescott, AZ, 2012
GPA 3.57**

Barrie L. Rosalinda

Master of Business Administration
Norwich University, Northfield, VT, 2004
GPA 3.50

Bachelor of Science, General Studies
Accounting Concentration
Johnson State College, Johnson, VT, 2001
Magna cum Laude

Associates, Liberal Arts
Small Business Management Concentration
Community College, Montpelier, VT, 1995

Community Service

Youth Catalytics
Charlotte, Vermont
Former Trustee & Treasurer

Habitat for Humanity
Randolph Vermont Chapter
Former Secretary to the Board of Directors
Former Representative of Randolph Chapter to Central Vermont Habitat

Stop It Now!
Northampton Massachusetts
Former Board of Director Member

St. John's Episcopal Church, Randolph VT
Former
St. Margaret's Guild President, Editor of church newsletter, Treasurer

Kimball Library Volunteer

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

Grafton County Senior Citizens Council, Inc.

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|----------------------|------------------------------|-------------|---------------------------|--------------------------------|
| Kathleen Vasconcelos | Executive Director | \$98,508.80 | 30% | \$29,552.64 |
| Carole Moore | Associate Director, Programs | \$71,761.82 | 35% | \$25,116.64 |
| Barrie Rosalinda | Associate Director, Finance | \$66,149.98 | 15% | \$ 9,922.50 |
| Betsey Cheney | Senior Accountant | \$60,235.76 | 35% | \$21,082.52 |

45 GAC



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

Lori A. Shilbette
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.

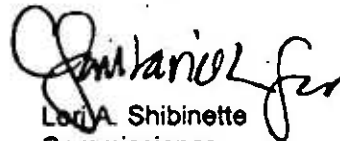
Area Served: Statewide.

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.

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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 | Stafford 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

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

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

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 |
| | | <i>Subtotal</i> | <i>\$ 2,237,759.86</i> |

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 #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 |
| | | <i>Subtotal</i> | \$ 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-03 (BEAS Nutrition Services)

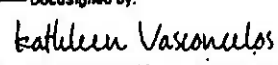
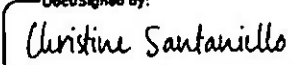
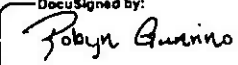
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|---|---|--|--|
| 1.1 State Agency Name New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name 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:  Date: 6/7/2022 | | 1.12 Name and Title of Contractor Signatory Kathleen Vasconcelos Executive Director | |
| 1.13 State Agency Signature DocuSigned by:  Date: 6/8/2022 | | 1.14 Name and Title of State Agency Signatory Christine Santaniello State 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: 6/8/2022 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS
EMV
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 omission of the

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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.

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- 1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
- 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

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

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

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

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- 1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.
- 1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.
- 1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.
- 1.8. Client Assessments and Service Plans
 - 1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
 - 1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.
- 1.9. Person-Centered Provision of Services
 - 1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.
- 1.10. Client Donations and Fees
 - 1.10.1. To comply with the requirements for Title III Services, the Contractor:
 - 1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service ^{except}

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as stated in Section 1.11. Adult Protection Services;

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

1.11. Adult Protection Services

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

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- staff of any changes in the client's situation or other concerns.
- 1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.
- 1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.
- 1.12. Referring Clients to Other Services
- 1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.
- 1.13. Client Wait Lists
- 1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.
- 1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.
- 1.14. Criminal Background Check and BEAS State Registry Checks
- 1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
- 1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
- 1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

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

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awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explanation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 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:

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1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

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

1.19. Performance Measures

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

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work site, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unscheduled phone response by selected Contractor staff.

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

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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

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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

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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

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Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



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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) |

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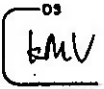
EXHIBIT C

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:

RFA-2023-BEAS-04-BEASN-03

Grafton County Senior Citizens Council, Inc.

Contractor Initials 
 Date 6/7/2022

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

EXHIBIT C

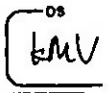
- 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
- 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
- 4.3. Identifies and requests payment for allowable costs incurred in the previous 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.

RFA-2023-BEAS-04-BEASN-03

Grafton County Senior Citizens Council, Inc.

Contractor Initials



Date 6/7/2022

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

EXHIBIT C

- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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 | 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 Delievered Meals | Per Meal | 38,852 | \$8.11 | \$ 315,089.72 |
| ARPA Home Delievered 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 |

Contractor Initials: EMV
 Date: 6/7/2022

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

EMV

New Hampshire Department of Health and Human Services
Exhibit D



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


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

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

Vendor Name: Grafton County Senior Citizens Council

6/7/2022

Date

DocuSigned by:

 Name: Kathleen Vasconcelos
 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Grafton County Senior Citizens Council

6/7/2022

Date

DocuSigned by:

Kathleen Vasconcelos

Name: Kathleen Vasconcelos

Title: Executive Director

DS
KLV

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

6/7/2022

Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

DS
KLV
Contractor Initials
Date 6/7/2022



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

DS
KLV

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Grafton County Senior Citizens Council

6/7/2022

Date

DocuSigned by:

Kathleen Vasconcelos

Name: Kathleen Vasconcelos

Title: Executive Director

Exhibit G

Contractor Initials

DS
KLV

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Grafton County Senior Citizens Council

6/7/2022

Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

Contractor Initials DS
KMV
Date 6/7/2022

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Contractor Initials

KMV

6/7/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials

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6/7/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

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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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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.



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Grafton County Senior Citizens Council

The State by:

Name of the Contractor

Christine Santaniello

Kathleen Vasconcelos

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

kathleen vasconcelos

Name of Authorized Representative
Associate Commissioner

Name of Authorized Representative

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:

 Name: Kathleen Vasconcelos
 Title: Executive Director

Contractor Initials 
 Date 6/7/2022



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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: 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?

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

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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

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**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

DocuSigned by:

Melissa Hardy

Name: Melissa Hardy

Title: Director, DLSS

Newport Senior Center, Inc.

3/23/2023

Date

DocuSigned by:

Larry K. Eaton

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

RFA-2023-BEAS-04-BEASN-05-A01

Newport Senior Center, Inc.

Contractor Initials

DS
UKE

Date 3/23/2023

**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Newport Senior Center, Inc.
EXHIBIT C – Amendment 1**

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:

RFA-2023-BEAS-04-BEASN-05-A01

Newport Senior Center, Inc.

Contractor Initials DS
KE
Date 3/23/2023

**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Newport Senior Center, Inc.
EXHIBIT C – Amendment 1**

- 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.

RFA-2023-BEAS-04-BEASN-05-A01

Newport Senior Center, Inc.


Contractor Initials 
Date 3/23/2023

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 |

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.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

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 signature)

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 the President (currently Larry K. Eaton) 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: 3/9/23

Judy Wilson
Signature of Elected Officer
Name: Judy Wilson
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2023

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 Clark Mortenson Insurance PO Box 606 Keene NH 03431 | CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: aodonnell@hilbgroup.com | | | | | | | | | | | | | | | | | | | | | |
|---|--|-------------------------------|--|--------|--|--|-------|---|--|-------|-------------------|--|--|-------------------|--|--|-------------------|--|--|-------------------|--|--|
| INSURED Newport Senior Center Inc DBA Sullivan County Nutrition Services PO Box 387 Newport NH 03773 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Co.</td> <td></td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: Technology Insurance Company, Inc</td> <td></td> <td style="text-align: center;">42376</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: Philadelphia Indemnity Insurance Co. | | 18058 | INSURER B: Technology Insurance Company, Inc | | 42376 | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: Philadelphia Indemnity Insurance Co. | | 18058 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: Technology Insurance Company, Inc | | 42376 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 22/23 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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK2385240 | 04/18/2022 | 04/18/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | PHPK2385240 | 04/18/2022 | 04/18/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB805051 | 04/18/2022 | 04/18/2023 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | TWC4085773 | 04/18/2022 | 04/18/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

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.

Newport Senior Center Inc.

Financial Statements
June 30, 2022 and 2021

NEWPORT SENIOR CENTER, INC
Financial Statements
June 30, 2022 and 2021 Comparative

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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, 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 Newport Senior Center, Inc as of June 30, 2022, 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 30, 2022, 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.

Report on Summarized Comparative Information

We have previously audited Newport Senior Center, Inc's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 20, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

McLarney & Company LLC

McLarney & Company, LLC
Chelmsford, MA
December 30, 2022

Newport Senior Center, Inc.
Statements of Financial Position
As of June 30, 2022
(With Comparative Totals for 2021)

| | ASSETS | | 2022 Total | 2021 Total |
|---|-------------------------------|----------------------------|---------------------|---------------------|
| | Without Donor Restrictions | With Donor Restrictions | | |
| Current Assets | | | | |
| Cash (Note 1) | \$ 1,450,637 | \$ - | 1,450,637 | \$ 1,410,806 |
| Inventory | 22,009 | - | 22,009 | 9,800 |
| Grants receivables (Note 2) | 107,138 | - | 107,138 | 97,045 |
| Interfund receivables | 377 | - | 377 | 377 |
| Cares Act Receivable | 252,450 | - | 252,450 | 81,081 |
| Prepaid Expenses | 1,650 | - | 1,650 | 2,933 |
| Total Current Assets | <u>1,834,261</u> | <u>-</u> | <u>1,834,261</u> | <u>1,602,042</u> |
| Fixed Assets (Note 1) | | | | |
| Land | 84,632 | - | 84,632 | 84,632 |
| Buildings and improvements | 1,239,259 | - | 1,239,259 | 852,765 |
| Furniture, fixtures, vehicles and equipment | 409,364 | - | 409,364 | 758,369 |
| | <u>1,733,255</u> | <u>-</u> | <u>1,733,255</u> | <u>1,695,766</u> |
| Accumulated Depreciation | (842,061) | - | (842,061) | (787,617) |
| Total Fixed Assets, Net | <u>891,195</u> | <u>-</u> | <u>891,195</u> | <u>908,148</u> |
| TOTAL ASSETS | <u>\$ 2,725,455</u> | <u>\$ -</u> | <u>\$ 2,725,455</u> | <u>\$ 2,510,190</u> |
| LIABILITIES AND NET ASSETS | | | | |
| Current Liabilities | | | | |
| Accounts Payable | \$ 48,899 | \$ - | 48,899 | \$ 17,055 |
| Accrued Payroll & Payroll Tax Payable | 20,125 | - | 20,125 | 5,935 |
| Interfund payable | - | - | - | 926 |
| Total Current Liabilities | <u>69,023</u> | <u>-</u> | <u>69,023</u> | <u>23,916</u> |
| Net Assets (Note 3) | | | | |
| Board restricted: Title III B and Title III C | 1,640,942 | - | 1,640,942 | 1,419,917 |
| Operating fund | 1,015,489 | - | 1,015,489 | 1,066,357 |
| Total Net Assets | <u>2,656,431</u> | <u>-</u> | <u>2,656,431</u> | <u>2,486,274</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 2,725,455</u> | <u>\$ -</u> | <u>\$ 2,725,455</u> | <u>\$ 2,510,190</u> |

See Accompanying Notes and Auditor's Report
Page 3

Newport Senior Center, Inc.
Statements of Activities
For the Years Ended June 30, 2022
(With Comparative Totals for 2021)

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2022 Total</u> | <u>2021 Total</u> |
|---|---------------------------------------|------------------------------------|-----------------------|-----------------------|
| PUBLIC SUPPORT: | | | | |
| Grants: | | | | |
| Title IIIC, Nutrition Services | \$ 396,282 | \$ - | \$ 396,282 | \$ 559,264 |
| Title IIIB, Transportation and Elder Support | 31,909 | - | 31,909 | 24,094 |
| Title XX, Social Services Block Grant | 260,940 | - | 260,940 | 253,647 |
| Nutritional Services Incentive Program (NSIP) | 87,103 | - | 87,103 | 90,221 |
| Title XIX, Home and Community Based Care (HCBC) | - | - | 0 | 4,199 |
| State of NH Covid Funds | 42,291 | - | 42,291 | - |
| Cash Matching: | | | | |
| Non-Federal Share | 88,923 | - | 88,923 | 51,666 |
| Town Subsidies | 27,938 | - | 27,938 | 21,276 |
| Donations and Gifts | 55,275 | - | 55,275 | 52,939 |
| Cares Act Income ERTC | 171,369 | - | 171,369 | 81,081 |
| Total Public Support | <u>1,162,029</u> | <u>-</u> | <u>1,162,029</u> | <u>1,138,387</u> |
| OTHER REVENUE: | | | | |
| Rent and cleaning | 1,130 | - | 1,130 | 7,887 |
| Fund-raising activities | 13,702 | - | 13,702 | 7,537 |
| Membership dues | 2,390 | - | 2,390 | 1,930 |
| Gift shop revenue | - | - | - | 15 |
| Interest | 2,709 | - | 2,709 | 2,610 |
| Assets Released From Restriction | - | - | - | - |
| Total Other Revenue | <u>19,931</u> | <u>-</u> | <u>19,931</u> | <u>19,979</u> |
| TOTAL REVENUE AND SUPPORT | <u>1,181,960</u> | <u>-</u> | <u>1,181,960</u> | <u>1,158,366</u> |
| Functional Expenses | | | | |
| Program Services | | | | |
| Senior Center | 68,130 | - | 68,130 | 68,501 |
| Sullivan Nutrition Title IIIB | 39,471 | - | 39,471 | 35,779 |
| Sullivan Nutrition Title IIIC | 863,784 | - | 863,784 | 839,405 |
| Total Program Expenses | <u>971,386</u> | <u>-</u> | <u>971,386</u> | <u>943,685</u> |
| Supporting Services | | | | |
| General & Administrative | 37,748 | - | 37,748 | 39,038 |
| Fund Raising | 2,669 | - | 2,669 | 7,703 |
| TOTAL FUNCTIONAL EXPENSES | <u>1,011,803</u> | <u>-</u> | <u>1,011,803</u> | <u>990,425</u> |
| CHANGE IN NET ASSETS | <u>170,157</u> | <u>-</u> | <u>170,157</u> | <u>167,940</u> |
| Net Assets - Beginning of Year | <u>2,486,274</u> | <u>-</u> | <u>2,486,274</u> | <u>2,318,334</u> |
| NET ASSETS - END OF YEAR | <u>\$ 2,656,431</u> | <u>\$ 0</u> | <u>\$ 2,656,431</u> | <u>\$ 2,486,274</u> |

Newport Senior Center, Inc.
Statements of Functional Expenses
For the Years Ended June 30, 2022
(With Comparative Totals for 2021)

| | PROGRAM SERVICES | | | | Total Program Services | General & Administrative | Fund Raising | 2022 | 2021 |
|-------------------------------|-------------------------|--------------------|-------------------|-----------------|---------------------------|-----------------------------|-----------------|---------------------|-------------------|
| | Senior Center | Sullivan Nutrition | | Trip Program | | | | Total Expenses | Total Expenses |
| | Title IIB | Title IIC | | | | | | Total Expenses | |
| Salary & Wages | 1,400 | 27,209 | 287,370 | - | \$ 315,979 | \$ 34,811 | \$ 2,480 | 353,271 | \$ 383,978 |
| Benefits | | | 1,516 | - | 1,516 | 865 | - | 2,381 | 2,102 |
| Payroll Taxes | 104 | 2,013 | 21,955 | - | 24,072 | 1,736 | 189 | 25,997 | 30,062 |
| Dues and Subscriptions | | | | - | | | | | 873 |
| Licenses and Permits | | | | - | | | | | 100 |
| Professional Fees | | 3,400 | 10,500 | - | 13,900 | | | 13,900 | 14,807 |
| Occupancy Costs | | | 700 | - | 700 | | | 700 | 10,988 |
| Food | | 1,525 | 402,409 | - | 403,934 | | | 403,934 | 387,161 |
| Fund Raising Program Costs | 1,336 | | | - | 1,336 | | | 1,336 | 444 |
| Repairs & Maintenance | 9,407 | 174 | 13,633 | - | 23,213 | | | 23,213 | 17,144 |
| Utilities | 28,796 | 100 | 11,062 | - | 39,958 | | | 39,958 | 27,185 |
| Telephone | 513 | 1,300 | 2,964 | - | 4,777 | | | 4,777 | 5,047 |
| Postage | 190 | | 451 | - | 641 | 336 | | 977 | 891 |
| Transportation | | | 46,675 | - | 46,675 | | | 46,675 | 41,497 |
| Travel | | | 1,183 | - | 1,183 | | | 1,183 | 4,537 |
| Insurance | 1,068 | 3,750 | 18,537 | - | 23,355 | | | 23,355 | 17,722 |
| Advertising | 449 | | 1,799 | - | 2,248 | | | 2,248 | 3,779 |
| Office Expenses | 140 | | 13,314 | - | 13,454 | | | 13,454 | 287 |
| Depreciation and Amortization | 24,728 | | 29,715 | - | 54,443 | | | 54,443 | 41,819 |
| TOTAL EXPENSES | <u>\$ 68,130</u> | <u>\$ 39,471</u> | <u>\$ 863,784</u> | <u>\$ -</u> | <u>\$ 971,386</u> | <u>\$ 37,748</u> | <u>\$ 2,669</u> | <u>\$ 1,011,803</u> | <u>\$ 990,425</u> |

See Accompanying Notes and Auditor's Report
Page 5

Newport Senior Center, Inc.
Statements of Cash Flows
Year Ended June 30, 2022
(With Comparative Totals for 2021)

| | <u>2022</u> <u>Total</u> | <u>2021</u> <u>Total</u> |
|---|-----------------------------|-----------------------------|
| Cash Flows From Operating Activities | | |
| Change in Net Assets | \$ 170,157 | \$ 167,940 |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities | | |
| Depreciation | 54,443 | 41,819 |
| (Gain) loss on disposition of assets | - | - |
| (Increase) decrease in inventory | (12,209) | (2,919) |
| (Increase) decrease in grants receivable | (10,093) | (48,954) |
| (Increase) decrease in Cares Act Receivable | (171,369) | (81,081) |
| (Increase) decrease in prepaid expenses | 1,283 | 463 |
| (Increase) decrease in interfund receivables/Payables | (926) | (377) |
| Increase (decrease) in accounts payable | 31,844 | (18,797) |
| Increase (decrease) in payroll and payroll taxes payable | 14,190 | (7,433) |
| | <u>(92,837)</u> | <u>(117,278)</u> |
| Net Cash Provided (Used) by Operating Activities | <u>\$ 77,320</u> | <u>\$ 50,662</u> |
| Cash Flows From Financing Activities | | |
| Net Cash Provided (Used) by Financing Activities | <u>\$ -</u> | <u>\$ -</u> |
| Cash Flows From Investing Activities | | |
| Purchase of Fixed Assets | <u>(37,490)</u> | <u>(13,796)</u> |
| Net Cash Provided (Used) by Investing Activities | <u>\$ (37,490)</u> | <u>\$ (13,796)</u> |
| NET INCREASE (DECREASE) IN CASH | \$ 39,831 | \$ 36,866 |
| CASH AT BEGINNING OF YEAR | \$ 1,410,806 | \$ 1,373,940 |
| CASH AT END OF YEAR | <u>\$ 1,450,637</u> | <u>\$ 1,410,806</u> |

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2021 and 2020

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. The Charlestown center closed at the end of October, 2015.

Major sources of funds for operations are received from the federal government and 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, 2021, from which the summarized information was derived.

Cash, and Cash Equivalents

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.

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:

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2022 and 2021 Comparative

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

Revenue is recognized when earned. We recognize revenue from sales of food products and services when the performance obligations of transferring the products and providing the services are met. Special events revenue is comprised of an exchange element based upon the direct benefits donors receive and a contribution element for the difference. We recognize special events revenue equal to the fair value of direct benefits to donors when the special event takes place. We recognize the contribution element of special event revenue immediately, unless there is a right of return if the special event does not take place.

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, 2022 and 2021 respectively, because qualifying expenditures have not yet been incurred. No amounts have been received in advance under our federal and state contracts and grants.

We recognize revenue from State contracts as program revenue when the services are provided or when the programs are delivered. We record special events revenue equal to the fair value of direct benefits to donors, and contribution revenue for the difference.

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.

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2022 and 2021 Comparative

Grants Receivable

Grants 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. Grants receivables are written off when deemed uncollectable. At June 30, 2022 and 2021, the allowance were \$0.

Receivables from contracts with customers are reported as Grants Receivable, net in the accompanying statement of financial position. Contract liabilities are reported as deferred revenue in the accompanying statement of financial position.

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.

In-Kind Donations

The Organization 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, 2022 or 2021.

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 \$500. Depreciation is calculated using the straight-line method over the following estimated useful lives:

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2022 and 2021 Comparative

Property and Equipment continued

| | <u>Years</u> |
|-----------------------------------|--------------|
| 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, 2022 and 2021 was \$54,443 and \$41,189, 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, 2022 or 2021.

Advertising Costs

Advertising costs are expensed as incurred and approximated \$2,248 and \$3,779 during the years ended June 30, 2022 and 2021 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 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 2019, 2020 and 2021, presently the Organization is not subject to audits for any of the open tax years.

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2022 and 2021 Comparative

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.

2. GRANTS RECEIVABLE

The Organization's grants receivables as of June 30, 2022 and 2021 were as follows:

| Due from the State of New Hampshire- | 2022 | 2021 |
|---|-------------------|------------------|
| Division of Elderly and Adult Services for: | | |
| Nutrition Services Incentive Program | \$ 15,951 | \$ 14,968 |
| Title IIIB, Transportation, Elder Support and Home Health | 2,837 | 2,215 |
| Title IIIC, Congregate Meals and Home Delivered Meals | 63,816 | 57,117 |
| Title XX, Home Delivered | 21,690 | 22,629 |
| Title XIX, Home and Community Based Care | | 116 |
| NH LTCS | 8 | - |
| Total Due From State of New Hampshire | 104,302 | 97,045 |
| Due from Others: | | |
| Bar Harbor Bank & Trust | - | - |
| Town of Newport | 2,836 | - |
| Total Due from Others | 2,836 | - |
| Grants Receivable | \$ 107,138 | \$ 97,045 |

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 be used for overnight and day trips for elderly citizens. Board restricted net assets consist of net assets that have been restricted for use in the Sullivan County Nutrition program.

4. CONCENTRATIONS

The Organization had one (1) major contractor, the State of New Hampshire, accounting for approximately 66% and 86% of support for the years ended June 30, 2022 and 2021, respectively.

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

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2022 and 2021 Comparative

institution at June 30, 2022 and 2021 cash exceeded these limits by \$955,509 and \$930,013 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 2022 and 2021.

Certain types of concentrations may be more relevant to the financial statement due to the impacts of the pandemic. For example, these may include concentrations in labor, financial assets, sources of supply, or customers that have been or will be impacted by the pandemic. We are unable to assess these potential impacts at this time.

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:

| | <u>2022</u> | <u>2021</u> |
|-------------------|--------------------|--------------------|
| Cash | \$1,450,637 | \$1,410,806 |
| Grants Receivable | 107,138 | 97,045 |
| Cares Act | 252,450 | - |
| Inventory | 22,009 | 9,800 |
| | <u>\$1,832,234</u> | <u>\$1,517,650</u> |

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 contract'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 December 30, 2022, 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, 2022. No additional disclosures were required.

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2022 and 2021 Comparative

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.



1.

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 of
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, 2022 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 December 30, 2022

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Newport Senior Center, 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 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

McLarney & Company LLC
Chelmsford, MA 01824
December 30, 2022

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



BOARD MEMBERS

Terry Jones – 3 Year Term



VICE PRESIDENT-1 Year Term

Larry Flint



Ann Marie Fowler– 2 Year Term



TREASURER- 1 Year Term

Sandra Cornish



Bruce Jasper – 1 Year Term



SECRETARY- 1 Year Term

Judy Wilson- 3 Year Term



Resume of Key Personnel

Brenda Burns



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 Certificate

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.

Kelley King



Work Experience

Office Manager/Administrative Assistant Coldwell banker Homes Unlimited - Claremont, NH
June 2018 to Present Customer service, phones, basic office work, contracts , appointments,
business accounts

Paraprofessional SAU 6 - Claremont, NH April 2017 to Present I work in the life skills
department assisting with the Life Skills Department and 1 on 1 with a student doing Read 180.

FSA MCGEE TOYOTA OF CLAREMONT - Claremont, NH November 2020 to July 2021
Printed all state and government paperwork for new car sales ASIC office duties

Administrative Assistant Counseling Associates - Claremont, NH February 2015 to November
2016 I ran the Claremont office, made appointments, Checked in and out clients, fax, data entry

CMA Pain care - Lebanon, NH July 2013 to October 2013 Responsibilities Worked one on one
with patients and insurance companies. Basic front desk work as well as setting up for
procedures. Accomplishments I organized the exam rooms and procedure room for easy access
for the provider as well as other coworkers Skills Used Customer service, medical terminology
knowledge, organization skills CMA,

Office coordinator Alice Peck Day - Lebanon, NH August 2011 to July 2013 Responsibilities
Ran front office of pain clinic which included appointment scheduling, working with other
providers and insurance companies, ordering supplies, and billing Accomplishments Organized
patient charts as well as transferred all charts to the EMR. Skills Used Customer service,
billing/coding knowledge, medical knowledge

Education CMA and MAA in Medical assistant River Valley Community College - Claremont,
NH January 2011 to June 2013

Human resource management Ashworth college July 2016 High school diploma or GED Skills •
Microsoft office, EMR (4 years) • Experience Administering Injections • Pain Management •
Patient Care • Medical Office Experience • Vital Signs • Phlebotomy • Transcription • Medical
Billing • Medical Scheduling • Special Education • QuickBooks • Office Administration •
Medical Terminology • Medical Records • Venipuncture • Insurance Verification Certifications
and Licenses

CHANTILLE J. BAILEY OBJECTIVE

SKILLS & ABILITIES

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.

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*

Philip A. Bonomo Jr.

Overview

For over forty years, Phil has been an analytical, metrics-driven, visionary leader who has led many successful corporate teams by example and driven high-quality results that increase revenues.

In November of 2021, Phil announced his retirement.

Experience

OneFitStop, Sydney Australia/New York New York

Vice President, North American Sales, January 2021-November 2021

End to end SaaS provider to the fitness and wellness industries.

Entromy Inc., Boston MA

Senior Management Advisor, April 2020-December 2020

Organizational assessment platform serving private equity and corporations.

Tinoq, Inc., San Jose CA

Senior Vice President, Marketing & Sales/shareholder, December 2017-April 2020

An integrated SaaS platform leveraging facial recognition, machine learning and data analytics for the health and fitness industry.

ThinkLite USA, Natick MA

Director of Marketing, PR and Sales, February 2014-December 2017

A global lighting efficiency company that custom designs, manufactures, distributes, and installs energy efficient retrofit solutions to commercial customers and governments.

The Retention People, Bath UK

Director, North America January 2013-December 2015

TRP deploys a comprehensive software suite of health club member engagement and loyalty tools, fully integrated with club member management systems.

International Health Racquet and Sportsclub Association, Boston MA

Vice President Marketing & Sales July 2005-December 2010

The International Health Racquet and Sportsclub Association is a global trade association serving over 10,000 member organizations.

Fitcorp, Boston MA

Strategic Marketing Director September 2001-July 2005

Fitcorp was a provider of corporate wellness programs serving over 150 companies. The company also operated a chain of fitness centers serving retail and corporate customers alike.

Health Development Corporation, Wakefield MA

Director of Marketing and Sales/shareholder June 1984-September 2000

At the time, New England's largest independently owned provider of retail health and fitness with eleven urban and suburban locations. I was a shareholder and part of a six-person senior management team that led the company for over fifteen years.

In 2000, we successfully and profitably sold the company to Town Sports International, a leading chain of sports clubs.

Bonomo Strategic Marketing and Communications Bridgewater, MA

Principal and Creative Director, April 1983-December 2017

Throughout my career, I operated a freelance independent sales and marketing consultancy serving companies on a regional, national and international basis.

Jordan Marsh Company, Boston MA

Various management positions June 1978-April 1983

Education

University of Massachusetts 1974-1978

Bachelor of Arts, Magna cum Laude, English Literature and Creative Writing

Boston Latin School 1970-1974

College preparation at one of the nation's leading public exam schools

References

Available upon request

Newport Senior Center, Inc.
D/B/A Sullivan County Nutrition Services

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|--------------------------|----------|---------------------------|--------------------------------|
| Brenda Burns | Executive Director | \$60,000 | 10 | \$6000 |
| Kelley King | Administrative Assistant | \$23,660 | 20 | \$4780 |
| Chauntille Bailey | Elder Support | \$30,000 | 6 | \$2000 |
| Phil Bonomo | Livery Driver | \$20020 | 100 | \$20020 |



Lori A. Shilbette
Commissioner

Melissa A. Hardy
Director

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

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

45 GAC

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

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

See attached fiscal details.

EXPLANATION

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

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

The Contractors will provide meals using the following three methods:

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

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

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

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

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

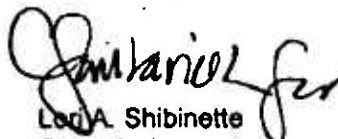
Area Served: Statewide.

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

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BEAS-04-BEASN
Project Title BEAS Nutrition Services

| | Maximum Points Available | CAP-BM | Gibson Center | Grafton County Senior Citizens Council | Hillsborough County Meals on Wheels | Newport Senior Center | Rockingham Nutrition & Meals on Wheels | Stafford Nutrition & Meals on Wheels | Tri-County CAP | VNA at HCS | Ossipee Concerned Citizens |
|---------------------|--------------------------|------------|---------------|--|-------------------------------------|-----------------------|--|--------------------------------------|----------------|------------|----------------------------|
| 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

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

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

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

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 #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 |
| | | <i>Subtotal</i> | <i>\$ 934,774.82</i> |

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 |

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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-05 (BEAS Nutrition Services)

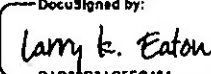
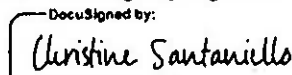
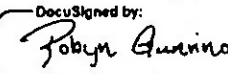
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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:  Date: 6/5/2022 | | 1.12 Name and Title of Contractor Signatory Larry K. Eaton president | |
| 1.13 State Agency Signature DocuSigned by:  Date: 6/6/2022 | | 1.14 Name and Title of State Agency Signatory Christine Santaniello 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 DB
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.

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.

**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.

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

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

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Scope of Services

1. Statement of Work

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

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

1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and

1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.

1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:

1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;

1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;

1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;

1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and

1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.

1.5. Access to Services

1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.

1.5.2. The Contractor shall:

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

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- 1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.
- 1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.
- 1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.
- 1.8. Client Assessments and Service Plans
 - 1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
 - 1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.
- 1.9. Person-Centered Provision of Services
 - 1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.
- 1.10. Client Donations and Fees
 - 1.10.1. To comply with the requirements for Title III Services, the Contractor:
 - 1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service ^{or} except

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as stated in Section 1.11. Adult Protection Services;

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

1.11. Adult Protection Services

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

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

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

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

1.12. Referring Clients to Other Services

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

1.13. Client Wait Lists

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

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

1.14. Criminal Background Check and BEAS State Registry Checks

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

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

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

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

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awarded contract.

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

1.18. Reporting

- 1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 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:

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1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

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

1.19. Performance Measures

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

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work site, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unshceduled 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

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

- 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 ⁰³and all _{UK}

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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

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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

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Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



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Exhibit B-1

GEOGRAPHIC AREA SERVED

| Name of Service | County/Countries | 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 |

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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:

RFA-2023-BEAS-04-BEASN-05

Newport Senior Center, Inc.

Contractor Initials



Date 6/5/2022

**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.

RFA-2023-BEAS-04-BEASN-05

Newport Senior Center, Inc.

Contractor Initials

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Date 6/5/2022

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

EXHIBIT C

- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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 | 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 |

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

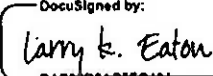
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Newport Senior Center, Inc. D/B/A Sullivan Co

6/5/2022

Date

DocuSigned by:

 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Newport Senior Center, Inc. D/B/A Sullivan Co

6/5/2022

Date

DocuSigned by:

Larry K. Eaton

Name: Larry K. Eaton

Title: President

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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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

DS
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Contractor Initials
6/5/2022
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.

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Newport Senior Center, Inc. D/B/A Sullivan C

6/5/2022

Date

DocuSigned by:

Larry K. Eaton

Name: Larry K. Eaton

Title: President

Exhibit G

Contractor Initials

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LKE

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: 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 I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

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Contractor Initials U E

Date 6/5/2022



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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

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
Associate Commissioner

Name of Authorized Representative

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

DS
LKE



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?

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

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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

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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

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DHHS Information Security Requirements



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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**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

DocuSigned by:

Melissa Hardy

Name: Melissa Hardy

Title: Director, DLSS

Ossipee Concerned Citizens, Inc.

3/23/2023

Date

Roland Millette

Name: Roland Millette

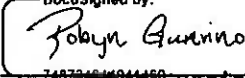
Title: Treasurer

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

DocuSigned by:

74873261044160
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

RFA-2023-BEAS-04-BEASN-06-A01

Ossipee Concerned Citizens, Inc.

Contractor Initials

⁰⁵
RM

Date 3/23/2023

**New Hampshire Department of Health and Human Services
BEAS Nutrition Services - Ossipee Concerned Citizens, Inc.**

EXHIBIT C – Amendment 1

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:

RFA-2023-BEAS-04-BEASN-06-A01

Ossipee Concerned Citizens, Inc.

Contractor Initials DS
RM
Date 3/23/2023

**New Hampshire Department of Health and Human Services
BEAS Nutrition Services - Ossipee Concerned Citizens, Inc.**

EXHIBIT C – Amendment 1

- 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.

RFA-2023-BEAS-04-BEASN-06-A01

Ossipee Concerned Citizens, Inc.

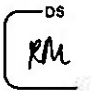
Contractor Initials 
Date 3/23/2023

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 |

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 OSSIPPEE 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: 0005847506



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of August A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Melissa Ames - Secretary, 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, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Roland J Millette, Treasurer / 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 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: 3/13/23



Signature of Elected Officer

Name: Melissa Ames

Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2023

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. PO Box 426 Center Ossipee NH 03814 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co.</td> <td></td> <td></td> </tr> <tr> <td>INSURER B: Granite State Healthcare & Human Services Trust</td> <td></td> <td></td> </tr> <tr> <td>INSURER C: Mount Vernon Fire Ins. Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: Philadelphia Indemnity Ins Co. | | | INSURER B: Granite State Healthcare & Human Services Trust | | | INSURER C: Mount Vernon Fire Ins. Company | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: Philadelphia Indemnity Ins Co. | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: Granite State Healthcare & Human Services Trust | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: Mount Vernon Fire Ins. Company | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CL2321510391 **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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK2498333 | 02/01/2023 | 02/01/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS / NON-OWNED AUTOS ONLY | | | PHPK2498333 | 02/01/2023 | 02/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 1,000,000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | HCHS20221000535 | 01/01/2023 | 01/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 |
| C | Management Liability | | | NDO2561453 | 11/29/2022 | 11/29/2023 | Directors & Officers Liab \$1,000,000 Employment Practices \$1,000,000 Fiduciary Liability \$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 |
|---|--|



Our Mission

"To promote the growth and prosperity of the town of Ossipee and its vicinity."

Financial Statements

**OSSIPEE CONCERNED CITIZENS, INC.
(A NONPROFIT ORGANIZATION)**

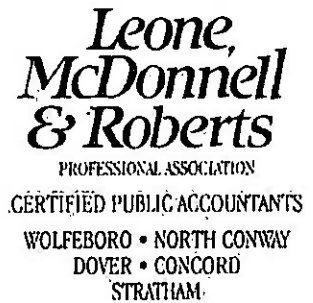
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORT**

OSSIPEE CONCERNED CITIZENS, INC.

JUNE 30, 2021 AND 2020

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To the Board of Directors
Ossipee Concerned Citizens, Inc.
Ossipee, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of the Ossipee Concerned Citizens, Inc., (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020 and the related statements of activities, functional expenses, cash flows and the related notes to the financial statements for the years then ended.

Management's Responsibility 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; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Ossipee Concerned Citizens, Inc. as of June 30, 2021 and 2020, 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.

*Leone, McDonnell & Roberts
Professional Association*

May 9, 2022
North Conway, New Hampshire

OSSIPEE CONCERNED CITIZENS, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

ASSETS

| | <u>2021</u> | <u>2020</u> |
|---------------------------|-------------------|-------------------|
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 309,848 | \$ 148,506 |
| Investments | 73,440 | 64,266 |
| Accounts receivable | 22,296 | 52,837 |
| Payroll tax receivable | 2,217 | - |
| Inventories | <u>10,000</u> | <u>10,000</u> |
| Total current assets | 417,801 | 275,609 |
| PROPERTY, net | <u>59,096</u> | <u>51,759</u> |
| Total assets | <u>\$ 476,897</u> | <u>\$ 327,368</u> |

LIABILITIES AND NET ASSETS

| | | |
|--|-------------------|-------------------|
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 16,769 | \$ 15,658 |
| Accrued expenses | 5,621 | 4,821 |
| Security deposit | 88 | 88 |
| Line of credit | - | 9,211 |
| Refundable advance - Paycheck Protection Program | <u>-</u> | <u>99,000</u> |
| Total liabilities | <u>22,478</u> | <u>128,778</u> |
| NET ASSETS | | |
| Without donor restrictions | 448,722 | 181,884 |
| With donor restrictions | <u>5,697</u> | <u>16,706</u> |
| Total net assets | <u>454,419</u> | <u>198,590</u> |
| Total liabilities and net assets | <u>\$ 476,897</u> | <u>\$ 327,368</u> |

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021**

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>Total</u> |
|--|---------------------------------------|------------------------------------|--------------------------|
| CHANGES IN NET ASSETS | | | |
| Public Support | | | |
| Federal and state grants | \$ 654,995 | \$ - | \$ 654,995 |
| Town support | 94,599 | - | 94,599 |
| Donated rental space | 56,000 | - | 56,000 |
| Client and other donations | 75,846 | - | 75,846 |
| Fundraising and other support | <u>197,263</u> | <u>-</u> | <u>197,263</u> |
| Total public support | 1,078,703 | - | 1,078,703 |
| Revenues | | | |
| Program service revenue | 153,643 | - | 153,643 |
| Investment return | 8,764 | - | 8,764 |
| Rental income | <u>5,829</u> | <u>-</u> | <u>5,829</u> |
| Total revenues | 1,246,939 | - | 1,246,939 |
| Net assets released from restrictions | <u>11,009</u> | <u>(11,009)</u> | <u>-</u> |
| Net revenues | <u>1,257,948</u> | <u>(11,009)</u> | <u>1,246,939</u> |
| Expenses | | | |
| Program | 781,789 | - | 781,789 |
| General and administrative | 208,548 | - | 208,548 |
| Fundraising | <u>773</u> | <u>-</u> | <u>773</u> |
| Total expenses | <u>991,110</u> | <u>-</u> | <u>991,110</u> |
| INCREASE (DECREASE) IN NET ASSETS | 266,838 | (11,009) | 255,829 |
| NET ASSETS, BEGINNING OF YEAR | <u>181,884</u> | <u>16,706</u> | <u>198,590</u> |
| NET ASSETS, END OF YEAR | <u>\$ 448,722</u> | <u>\$ 5,697</u> | <u>\$ 454,419</u> |

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.**STATEMENT OF ACTIVITIES**
FOR THE YEAR ENDED JUNE 30, 2020

| | <u>Without Donor</u> <u>Restrictions</u> | <u>With Donor</u> <u>Restrictions</u> | <u>Total</u> |
|---------------------------------------|---|--|-------------------|
| CHANGES IN NET ASSETS | | | |
| Public Support | | | |
| Federal and state grants | \$ 669,232 | \$ - | \$ 669,232 |
| Other grants | 18,500 | - | 18,500 |
| Town support | 75,984 | - | 75,984 |
| Donated rental space | 56,000 | - | 56,000 |
| Client and other donations | 89,015 | - | 89,015 |
| Fundraising and other support | <u>46,507</u> | <u>4,624</u> | <u>51,131</u> |
| Total public support | 955,238 | 4,624 | 959,862 |
| Revenues | | | |
| Program service revenue | 61,277 | - | 61,277 |
| Investment return | (430) | - | (430) |
| Rental income | <u>9,075</u> | <u>-</u> | <u>9,075</u> |
| Total revenues | 1,025,160 | 4,624 | 1,029,784 |
| Net assets released from restrictions | <u>6,883</u> | <u>(6,883)</u> | <u>-</u> |
| Net revenues | <u>1,032,043</u> | <u>(2,259)</u> | <u>1,029,784</u> |
| Expenses | | | |
| Program | 812,622 | - | 812,622 |
| General and administrative | 227,238 | - | 227,238 |
| Fundraising | <u>306</u> | <u>-</u> | <u>306</u> |
| Total expenses | <u>1,040,166</u> | <u>-</u> | <u>1,040,166</u> |
| DECREASE IN NET ASSETS | (8,123) | (2,259) | (10,382) |
| NET ASSETS, BEGINNING OF YEAR | <u>190,007</u> | <u>18,965</u> | <u>208,972</u> |
| NET ASSETS, END OF YEAR | <u>\$ 181,884</u> | <u>\$ 16,706</u> | <u>\$ 198,590</u> |

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

| | <u>Program</u> | <u>General and Administrative</u> | <u>Fundraising</u> | <u>Total</u> |
|--------------------------------|-------------------|---|--------------------|-------------------|
| Salaries and wages | \$ 324,666 | \$ 139,142 | \$ - | \$ 463,808 |
| Food supplies | 238,634 | - | - | 238,634 |
| Rental value of donated space | 50,400 | 5,600 | - | 56,000 |
| Employee benefits | 29,521 | 12,652 | - | 42,173 |
| Payroll taxes | 28,223 | 12,096 | - | 40,319 |
| Utilities | 20,530 | 8,799 | - | 29,329 |
| Professional services | 13,290 | 5,696 | - | 18,986 |
| Insurance | 8,557 | 3,667 | - | 12,224 |
| Repairs and maintenance | 8,229 | 3,527 | - | 11,756 |
| Santa project | 11,009 | - | - | 11,009 |
| Depreciation | 6,938 | 2,973 | - | 9,911 |
| Advertising | 3,846 | 1,649 | - | 5,495 |
| Program supplies | 5,058 | - | - | 5,058 |
| Other property services | 2,475 | 1,061 | - | 3,536 |
| Telephone and internet | 2,174 | 932 | - | 3,105 |
| Small equipment | 3,085 | - | - | 3,085 |
| Contracted labor | 2,075 | 889 | - | 2,964 |
| Trash removal | 1,733 | 743 | - | 2,475 |
| Training, dues and conferences | 1,418 | 606 | - | 2,024 |
| Dues and subscriptions | 917 | 392 | - | 1,309 |
| Automobile | 834 | 357 | - | 1,191 |
| Fundraising | - | - | 773 | 773 |
| Postage | 308 | 132 | - | 440 |
| Interest | 52 | - | - | 52 |
| Travel and entertainment | 25 | 11 | - | 36 |
| Miscellaneous | 17,793 | 7,625 | - | 25,418 |
| Total functional expenses | <u>\$ 781,789</u> | <u>\$ 208,548</u> | <u>\$ 773</u> | <u>\$ 991,110</u> |

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020**

| | <u>Program</u> | <u>General and Administrative</u> | <u>Fundraising</u> | <u>Total</u> |
|--------------------------------|-------------------|---|--------------------|---------------------|
| Salaries and wages | \$ 347,945 | \$ 149,119 | \$ - | \$ 497,064 |
| Food supplies | 230,645 | - | - | 230,645 |
| Rental value of donated space | 50,400 | 5,600 | - | 56,000 |
| Payroll taxes | 32,973 | 14,131 | - | 47,104 |
| Utilities | 30,300 | 12,986 | - | 43,286 |
| Employee benefits | 28,241 | 12,103 | - | 40,344 |
| Insurance | 16,879 | 7,234 | - | 24,113 |
| Professional services | 11,167 | 4,786 | - | 15,953 |
| Depreciation | 10,595 | 4,541 | - | 15,136 |
| Contracted labor | 7,540 | 3,232 | - | 10,772 |
| Advertising | 5,680 | 2,435 | - | 8,115 |
| Other property services | 5,014 | 2,149 | - | 7,163 |
| Santa project | 6,883 | - | - | 6,883 |
| Repairs and maintenance | 3,619 | 1,551 | - | 5,170 |
| Program supplies | 4,465 | - | - | 4,465 |
| Telephone and internet | 2,506 | 1,074 | - | 3,580 |
| Travel and entertainment | 2,260 | 969 | - | 3,229 |
| Trash removal | 1,868 | 800 | - | 2,668 |
| Medical/wellness | 1,487 | 638 | - | 2,125 |
| Small equipment | 2,103 | - | - | 2,103 |
| Training, dues and conferences | 921 | 394 | - | 1,315 |
| Dues and subscriptions | 767 | 328 | - | 1,095 |
| Automobile | 699 | 299 | - | 998 |
| Interest | 971 | - | - | 971 |
| Postage | 510 | 218 | - | 728 |
| Fundraising | - | - | 306 | 306 |
| Miscellaneous | 6,184 | 2,651 | - | 8,835 |
| | <u>\$ 812,622</u> | <u>\$ 227,238</u> | <u>\$ 306</u> | <u>\$ 1,040,166</u> |
| Total functional expenses | | | | |

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

| | <u>2021</u> | <u>2020</u> |
|---|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ 255,829 | \$ (10,382) |
| Adjustments to reconcile change in net assets to net cash from operations: | | |
| Depreciation expense | 9,911 | 15,136 |
| (Increase) decrease in fair value of investments | (7,461) | 1,741 |
| Decrease (increase) in assets: | | |
| Accounts receivable | 30,541 | (31,881) |
| Payroll tax receivable | (2,217) | 868 |
| Increase (decrease) in liabilities: | | |
| Accounts payable and accrued expenses | 1,911 | 9,929 |
| Refundable advance - Paycheck Protection Program | (99,000) | - |
| NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES | <u>189,514</u> | <u>(14,589)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchase of building improvements and equipment | (17,248) | - |
| Purchase of investments | (1,713) | (1,311) |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(18,961)</u> | <u>(1,311)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Proceeds from line of credit | - | 15,000 |
| Proceeds from Paycheck Protection Program | - | 99,000 |
| Repayments on line of credit | (9,211) | (5,789) |
| NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES | <u>(9,211)</u> | <u>108,211</u> |
| NET INCREASE IN CASH AND CASH EQUIVALENTS | 161,342 | 92,311 |
| CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR | <u>148,506</u> | <u>56,195</u> |
| CASH AND CASH EQUIVALENTS, END OF YEAR | <u>\$ 309,848</u> | <u>\$ 148,506</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION | | |
| Cash paid during the year for interest | <u>\$ 52</u> | <u>\$ 971</u> |

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

The Ossipee Concerned Citizens, Inc. (the Organization) is a New Hampshire not-for-profit corporation. The purpose of the Organization is to operate a senior center, Meals on Wheels, and a daycare program that serves the residents of Ossipee, New Hampshire, and surrounding communities. Major sources of funds for operations are received from the Federal Government through the State of New Hampshire Division of Elderly and Adult Services.

Basis of Accounting

Ossipee Concerned Citizens, Inc.'s financial statements are presented on the accrual basis of accounting in accordance with accounting principles in the United States of America.

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. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

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

Net assets with donor restrictions: 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.

As of June 30, 2021 and 2020, the Organization had net assets without donor restrictions and with donor restrictions.

Other Events

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread are affecting the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

OSSIPEE CONCERNED CITIZENS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The Organization's operations could also be impacted by COVID-19 by service disruption that causes decreases to daycare and senior meals revenue as well as leading to changes in client and donor behavior. The Organization has had to implement changes to the operation of the daycare, senior center and Meals on Wheels program to address the health and safety issues related to COVID-19. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

Accounting Estimates

The presentation 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 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.

Inventories

Inventories are stated at the lower of cost or net realizable value (determined on the first-in, first-out method) and consisted of food inventory.

Property and Depreciation

Purchased property is recorded at cost, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the MACRS and straight-line methods over the estimated useful lives of the related assets as follows:

| | |
|-----------------------------------|--------------|
| Leasehold improvements | 15 years |
| Furniture, fixtures and equipment | 5 years |
| Vehicles | 5 years |
| Restaurant/kitchen equipment | 5 - 15 years |

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized. Depreciation expense for the years ended June 30, 2021 and 2020 totaled \$9,911 and \$15,136, respectively.

OSSIPEE CONCERNED CITIZENS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Contributions

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and highly liquid investments with original maturities of three months or less.

Accounts Receivable

Accounts receivable consists of grants and program service fees receivable. At June 30, 2021 and 2020, accounts receivable were considered fully collectable, and therefore, no provisions for bad debts have been made in these financial statements.

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statement of financial position. Investment income or loss (including gains and losses on investments, interest, and dividends) is included in the statement of activities as increases or decreases in unrestricted net assets unless the income or loss is restricted by the donor or law.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation. As such, the Organization is exempt from income tax on its exempt function income.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has not taken any uncertain tax positions that would require adjustment to the financial statements. The Organization is subject to three years of federal or state examinations by tax authorities.

Refundable advance – Paycheck Protection Program

On May 8, 2020, the Organization received a refundable advance in the amount of \$99,000 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U. S. Small Business Administration (SBA) under the CARES Act and the Paycheck Protection Program and Health Care Enhancement Act (PPPHE). The refundable advance was unsecured, had a two-year term with a maturity date of May 8, 2022, had an annual interest rate of 1%, and was payable monthly with the first six monthly payments deferred.

OSSIPEE CONCERNED CITIZENS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The principal amount of the PPP refundable advance was subject to forgiveness, upon the Organization's request, to the extent that the proceeds were used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization. The Organization has chosen to follow the conditional contribution model for the PPP refundable advance and has opted to record income when forgiveness was received. The full amount of the PPP refundable advance received was posted as a refundable advance in the current liabilities section of the statement of financial position at June 30, 2020. The Organization received forgiveness of the PPP refundable advance on January 29, 2021 and the amount of the refundable advance was recognized in revenue in the year ended June 30, 2021 and included in fundraising and other support.

Advertising Policy

The Organization's policy is to expense advertising costs as they are incurred.

Fair Value of Financial Instruments

Accounting Standard Codification No. 825, "Financial Instruments," requires the Organization to disclose estimated fair value for its financial instruments. The carrying amounts of accounts receivable, accounts payable, accrued expenses and security deposits approximate fair value because of the short maturity of those instruments.

Contributed Services

Ossipee Concerned Citizens, Inc. receives in-kind donations of both space and volunteer services. Building space, owned by the Town of Ossipee and donated to the Organization is recorded at an estimated rental value of \$56,000 which reflects a rate equal to \$8 per square foot times 7,000 square feet of space provided. The value of donated services is not reflected in the financial statements since there is no objective basis available by which to measure the value of such services and they do not represent specialized skills. However, a substantial number of volunteers, as well as the Organization's Board of Directors, have donated significant amounts of their time toward the Organization's various programs and fund-raising projects.

Accounting Pronouncement

As of June 30, 2021, the Foundation adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers (Topic 606), as amended. ASU 2014-09 applies to exchange transactions with customers that are bound by contracts or similar arrangements and establishes a performance obligation approach to revenue recognition. Results for reporting the years June 30, 2021 and 2020 are presented under FASB ASC Topic 606. The ASU has been applied retrospectively to all periods presented, with no effect on previously issued financial statements.

OSSIPEE CONCERNED CITIZENS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Revenue Recognition Policy

The Organization derives revenue covered under FASB ASC Topic 606 from daycare fees. Revenue is recognized when control of the services is transferred to customers, in an amount that reflects the consideration the Organization expects to be entitled to in exchange for those services. Incidental items that are rare and immaterial in the context of the contract are recognized as expenses. The Organization does not have any significant financing components as payment is received at the point of sale. Cost incurred to obtain a contract will be expensed as incurred when the amortization period is less than a year.

Performance Obligations and Contract Assets and Liabilities

All of the performance obligations of contracts for the Organization are satisfied at a point in time. There are no contract assets or liabilities at the end of the year.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

NOTE 2 LINE OF CREDIT

Ossipee Concerned Citizens, Inc. has an available line of credit of \$25,000 at a current interest rate of 5.25%. At June 30, 2021, there was no outstanding balance on the line of credit. At June 30, 2020, there was an outstanding balance due of \$9,211.

NOTE 3 CONTINGENCIES

The Organization receives funds under various State grants and from Federal 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 costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

OSSIPEE CONCERNED CITIZENS, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2021 and 2020.

NOTE 4 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

| | <u>2021</u> | <u>2020</u> |
|------------|-----------------|-----------------|
| Santa Fund | <u>\$ 5,697</u> | <u>\$16,706</u> |

At June 30, 2021 and 2020, net assets released from restrictions consisted of the following:

| | <u>2021</u> | <u>2020</u> |
|------------|-----------------|-----------------|
| Santa Fund | <u>\$11,009</u> | <u>\$ 6,883</u> |

NOTE 5 PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2021 and 2020 consisted of the following:

| | <u>2021</u> | <u>2020</u> |
|-----------------------------------|------------------|------------------|
| Leasehold improvements | \$ 62,876 | \$ 48,628 |
| Furniture, fixtures and equipment | 24,939 | 24,939 |
| Vehicles | 51,400 | 51,400 |
| Restaurant and kitchen equipment | <u>61,100</u> | <u>58,100</u> |
| Total | 200,315 | 183,067 |
| Less accumulated depreciation | <u>(141,219)</u> | <u>(131,308)</u> |
| Net property and equipment | <u>\$ 59,096</u> | <u>\$ 51,759</u> |

OSSIPEE CONCERNED CITIZENS, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 6 INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2021 and 2020:

| | <u>2021</u> | | <u>2020</u> | |
|-----------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | <u>Cost</u> | <u>Market Value</u> | <u>Cost</u> | <u>Market Value</u> |
| Investments | | | | |
| Cash and equivalents | \$ 3,368 | \$ 3,368 | \$ 3,280 | \$ 3,280 |
| Mutual funds | 20,172 | 29,530 | 18,624 | 20,444 |
| Real property held for sale | <u>40,542</u> | <u>40,542</u> | <u>40,542</u> | <u>40,542</u> |
| Total | <u>\$ 64,082</u> | <u>\$ 73,440</u> | <u>\$ 62,446</u> | <u>\$ 64,266</u> |

Investments in mutual funds are valued at the closing price reported in the active market in which the securities are traded. Management considers these investments to be long term in nature.

Components of investment return:

| | <u>2021</u> | <u>2020</u> |
|--------------------------------|------------------------|------------------------|
| Interest and dividends | \$ 1,303 | \$ 1,311 |
| Unrealized gain (loss) | <u>7,461</u> | <u>(1,741)</u> |
| Total investment return | <u>\$ 8,764</u> | <u>\$ (430)</u> |

NOTE 7 FAIR VALUE MEASUREMENTS

FASB ASC Topic No. 820-10 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 820-10*, 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, *ASC Topic 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 *ASC Topic 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.

OSSIPEE CONCERNED CITIZENS, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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.

Considering the terms, the carrying value for cash, short-term receivables and payables and refundable advances approximates fair value at June 30, 2021 and 2020.

The table below segregates all investments as of June 30, 2021 and 2020 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

| | <u>2021</u> | | | |
|---------------------------------|------------------|------------------|----------------|------------------|
| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
| Investments | | | | |
| Cash and equivalents | \$ 3,368 | \$ - | \$ - | \$ 3,368 |
| Mutual funds | 29,530 | - | - | 29,530 |
| Real property held for sale | - | 40,542 | - | 40,542 |
| Total investments at fair value | <u>\$ 32,898</u> | <u>\$ 40,542</u> | <u>\$ -</u> | <u>\$ 73,440</u> |

| | <u>2020</u> | | | |
|---------------------------------|------------------|------------------|----------------|------------------|
| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
| Investments | | | | |
| Cash and equivalents | \$ 3,280 | \$ - | \$ - | \$ 3,280 |
| Mutual funds | 20,444 | - | - | 20,444 |
| Real property held for sale | - | 40,542 | - | 40,542 |
| Total investments at fair value | <u>\$ 23,724</u> | <u>\$ 40,542</u> | <u>\$ -</u> | <u>\$ 64,266</u> |

OSSIPEE CONCERNED CITIZENS, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 8 LIQUIDITY AND AVAILABILITY**

The following represents Ossipee Concerned Citizens' financial assets as of June 30, 2021 and 2020:

| | <u>2021</u> | <u>2020</u> |
|--|-------------------|-------------------|
| Financial assets at year end: | | |
| Cash and cash equivalents | \$ 309,848 | \$ 148,506 |
| Investments | 73,440 | 64,266 |
| Accounts receivable | <u>22,296</u> | <u>52,837</u> |
| Total financial assets | <u>405,584</u> | <u>265,609</u> |
| Less amounts not available to be used within one year: | | |
| Donor restricted funds | (5,697) | (16,706) |
| Real property held for sale | <u>(40,542)</u> | <u>(40,542)</u> |
| Total amounts not available within one year | <u>(46,239)</u> | <u>(57,248)</u> |
| Financial assets available to meet general expenditures over the next twelve months | <u>\$ 359,345</u> | <u>\$ 208,361</u> |

The Organization's goal is generally to maintain financial assets to meet 30 days of operating expenses (approximately \$85,000).

NOTE 9 LEASE TO OWN AGREEMENT

On June 4, 2021, the Organization entered into a lease to own agreement with employee, Amanda White 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%.

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 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 9, 2022 the date the June 30, 2021 financial statements were available for issuance.



Board of Directors 2023

| Name | Address |
|----------------------------|------------|
| | |
| Dean Robertson- Chairman | [REDACTED] |
| Roland Millette- Treasurer | [REDACTED] |
| Melissa Ames- Secretary | [REDACTED] |
| Don Miskelly | [REDACTED] |
| Judy Robertson | [REDACTED] |
| Andrea DiDonato | [REDACTED] |
| Pat Parsons | [REDACTED] |
| Tammy Bates | [REDACTED] |
| Bob Morin | [REDACTED] |

Misty Ryder



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 resources 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

- 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 Aging (Meals on Wheels)
 - Cochecho Valley Humane Society
 - Homeless Shelter for Stratford
 - Cub Scouts leader
 - Old Home Week
 - Main Street

Amanda M. White, CLC

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Education: July 2011- present day: Annual trainings 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 – Present day

Goodwin Community Health Center-WIC Program in Somersworth, NH

Certified Lactation Counselor and Program Assistant

Duties include but not limited to:

Issue and explain food benefits to participant 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 WIC supervisor

Make follow up nutrition appointment reminder calls

Perform "no show" follow up duties, to include 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 insure 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

LINDSEY ADJUTANT



SUMMARY

Recent graduate from White Mountains Community College with an associate degree in accounting. I work closely with the Executive Director and assist her with administrative work.

SKILLS & ABILITIES

- Data entry, analysis, and management
- Software Proficiency (QuickBooks)
- Standards of accounting
- Knowledge of regulatory standards
- Adequate Communication
- Critical thinking/ Problem- solving
- Filing
- Organization and Time management

EXPERIENCE

- December 3, 2018 to Present **Bookkeeper, Ossipee Concerned Citizens, Inc.**
- Managing employee payroll
 - Creating and filling financial reports
 - Writing and editing budgets
 - Monitors accounts payable and accounts receivable
 - Attending monthly financial and board meetings
 - Data entry into QuickBooks
 - Perform monthly bank reconciliations
 - Writing grants for funding
 - Coordinating fundraising events

EDUCATION

August 2019 to August 2021 Associate Degree in Accounting, Berlin, New Hampshire, *White Mountains Community College*

2003 to 2007 High School Diploma, Wolfeboro, New Hampshire, Kingswood Regional High School

COMMUNICATION

I look forward to my future as a bookkeeper for the non-profit organization, Ossipee Concerned Citizens, Inc., where we strive to improve our community by providing meals for our senior citizens.

LEADERSHIP

I currently work side-by-side with my executive director at Ossipee Concerned Citizens, Inc., and I am learning numerous things about leadership, human resources, and business management.



Ossipee Concerned Citizens

Key Personnel
2023

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|------------------|-------------------------|--------|---------------------------|--------------------------------|
| Misty Ryder | Executive Director | 52,000 | 31% | 16,120 |
| Amanda White | Meals Program Director | 37,440 | 31% | 11,606 |
| Lindsey Adjutant | Chief Financial Officer | 39,520 | 31% | 12,251 |
| | | | | |
| | | | | |



Lori A. Sblidette
Commissioner

Melissa A. Hardy
Director

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

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

June 3, 2022

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

REQUESTED ACTION

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

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

45 GAC

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

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

See attached fiscal details.

EXPLANATION

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

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

The Contractors will provide meals using the following three methods:

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

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

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

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

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

Area Served: Statewide.

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

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BEAS-04-BEASN
Project Title BEAS Nutrition Services

| | Maximum Points Available | CAP-BM | Gibson Center | Grafton County Senior Citizens Council | Hillsborough County Meals on Wheels | Newport Senior Center | Rockingham Nutrition & Meals on Wheels | 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

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

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

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

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 #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 |

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13,658,716.02

Fiscal Details
RFA-2017-BEAS-06-NUTRI

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

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

| Class/Account | Class Title | SFY | Contract Amount |
|----------------------|----------------------------|-----------------|------------------------|
| 544-500386 | Meals Home Delivered (TXX) | 2023 | \$ 467,387.41 |
| 544-500386 | Meals Home Delivered (TXX) | 2024 | \$ 467,387.41 |
| | | 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 |

5

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-06 (BEAS Nutrition Services)

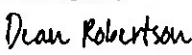
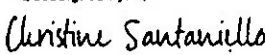
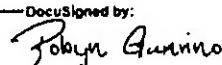
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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:  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:  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:  On: 6/7/2022 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
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

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

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

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

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- 1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.
- 1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.
- 1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.
- 1.8. Client Assessments and Service Plans
 - 1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
 - 1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.
- 1.9. Person-Centered Provision of Services
 - 1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.
- 1.10. Client Donations and Fees
 - 1.10.1. To comply with the requirements for Title III Services, the Contractor:
 - 1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service ^{except}

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as stated in Section 1.11. Adult Protection Services;

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

1.11. Adult Protection Services

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

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

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

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

1.12. Referring Clients to Other Services

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

1.13. Client Wait Lists

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

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

1.14. Criminal Background Check and BEAS State Registry Checks

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

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

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

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

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awarded contract.

1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.

1.17.4.3. A description of time frames necessary for obtaining staff replacements.

1.17.4.4. An explanation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.

1.17.4.5. A description of the method for training new staff members.

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 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:

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1.18.3.1.1. The number of meals served by client and by town.

1.18.3.1.2. The number of meals served in the aggregate.

1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

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

1.19. Performance Measures

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

1.19.2. The Contractor shall ensure:

1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.

1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:

1.19.3.1. Data.

1.19.3.2. Financial records.

1.19.3.3. Scheduled and unscheduled access to Contractor work site, locations, work spaces and associated facilities.

1.19.3.4. Scheduled phone access to Contractor staff.

1.19.3.5. Timely unscheduled phone response by selected Contractor staff.

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

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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

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

**New Hampshire Department of Health and Human Services
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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

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EXHIBIT B

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

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

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

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Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



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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 |

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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:

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Ossipee Concerned Citizens, Inc.

Contractor Initials OS
DK
Date 6/7/2022

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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.

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EXHIBIT C

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- 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 | 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 |
| Title III-C Congregate Meals | Per Meal | 9,747 | \$8.11 | \$ 79,048.17 |
| Title XX Home Delievered Meals | Per Meal | 18,276 | \$8.11 | \$ 148,218.36 |
| ARPA Home Delievered 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 |



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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name: 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 E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: Ossipee Concerned Citizens

6/7/2022

Date

DocuSigned by:

Dean Robertson

Name: Dean Robertson

Title: President of the Board

DS
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Vendor Initials

Date 6/7/2022

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

6/7/2022

Date

DocuSigned by:
Dean Robertson
Name: Dean Robertson
Title: President of the Board

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DR
Contractor Initials
Date 6/7/2022



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Ossipee Concerned Citizens

6/7/2022

Date

DocuSigned by:

Dean Robertson

Name: Dean Robertson

Title: President of the Board

Exhibit G

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

Contractor Initials

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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

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Contractor Initials

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Date 6/7/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials DR

Date 6/7/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Ossipee Concerned Citizens

The State by:

Name of the Contractor

Christine Santaniello

Dean Robertson

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

Dean Robertson

Name of Authorized Representative
Associate Commissioner

Name of Authorized Representative

President of the Board

Title of Authorized Representative

Title of Authorized Representative

6/7/2022

6/7/2022

Date

Date

DR



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

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Contractor Initials

Date 6/7/2022

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: 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?

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle. (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle; where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**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, DLSS

Rockingham Nutrition Meals on Wheels Program, Inc.

3/22/2023

Date

Tim Diaz

Name: Tim Diaz

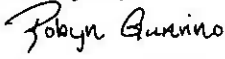
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

3/24/2023

Date

DocuSigned by:

748734844844460...
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.

TD

3/22/23

**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Rockingham Nutrition and MOW
EXHIBIT C – Amendment 1**

- 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

**New Hampshire Department of Health and Human Services
BEAS Nutrition Services – Rockingham Nutrition and MOW
EXHIBIT C – Amendment 1**

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.

TD

3/22/23

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 |

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: 0005895071



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of November A.D. 2022.

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

David M. Scanlan
Secretary of State

Certificate of Authority

I, Sallyann Hawko, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Secretary/Officer of Rockingham Nutrition and Meals on Wheels Program
(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 11, 2022, at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That the Chairman: Chris Kelsey, Treasurer: David Barka, and Executive Director: Tim Diaz

(Name and Title of Contract Signatory)

are duly authorized on behalf of Rockingham Nutrition and Meals on Wheels Program to accept grants and awards and enter into contracts, and contract amendments or modifications thereto, from time to time with the New Hampshire Department of Health and Human Services.

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: 3/10/23



Signature of Elected Officer
Name: Sallyann Hawko
Title: Secretary

Friday, March 10, 2023 at 11:01:42 Eastern Standard Time

Subject: Re: Certification of Authority

Date: Friday, March 10, 2023 at 9:36:07 AM Eastern Standard Time

From: SALLYANN HAWKO

To: Tim Diaz

Good morning.

I authorize the use of my electronic signature for both The Abstract of Corporate Minutes and Certification of Authority.

I haven't gotten clearance to drive yet but I'm definitely improving. Thanks for asking.

Sallyann

On 03/09/2023 1:00 PM Tim Diaz <tdiaz@rnmow.org> wrote:

Hi Sallyann—

Hope you're doing well. We are anticipating a contract amendment from the State which will provide some of the previously-promised meal units—that's the good news. The less welcome news is that we will need you to sign a current Certificate of Authority.

I am attaching it, but want to point out to you and Chris that I have modified it slightly vs. past versions:

- Obviously, my name is in as Executive Director. The Abstract of Corporate Minutes (which I assume was voted in by the Board) authorizes officers by title and not specific names, so I'm comfortable there.
- I wanted to make sure that what you are signing has the same relevant text as what was voted.

So I'm also attaching both what I have for the Abstract and the draft Certification of Authority. If you're comfortable, you can give us authorization to use your electronic signature on it or we can arrange to have you sign it in person in the next few days.

Thanks!

Tim

Tim Diaz

Executive Director

Rockingham Nutrition & Meals on Wheels

(603) 679-2201

TDiaz@RNMOW.org

www.RockinghamMealsOnWheels.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2022

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 Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510 | CONTACT NAME: Janice Bagley PHONE (A/C, No, Ext): (603) 569-2515 FAX (A/C, No): (603) 569-4268 E-MAIL ADDRESS: janiceb@averyinsurance.net | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|--|--------|------------|-------------------|-------|------------|----------------------------------|-------|------------|------|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED Rockingham Nutrition and Meals on Wheels Program Inc 106 North Rd Brentwood NH 03833 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hanover Insurance</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER B:</td> <td>Encova/Motorists Insurance Group</td> <td style="text-align: center;">14821</td> </tr> <tr> <td>INSURER C:</td> <td>USLI</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Hanover Insurance | 22292 | INSURER B: | Encova/Motorists Insurance Group | 14821 | INSURER C: | USLI | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Hanover Insurance | 22292 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Encova/Motorists Insurance Group | 14821 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | USLI | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

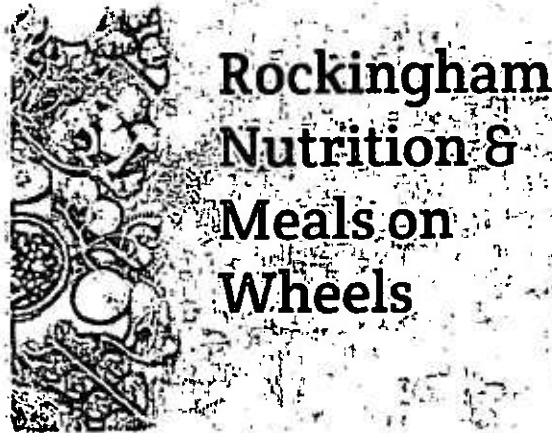
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 | ADDITIONAL INSURED | SUBR | Y/YD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|------|------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | ZHVA099997 | 09/08/2022 | 09/08/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 Professional Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> | | | | AWVA098780 | 09/08/2022 | 09/08/2023 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$: | | | | UHVA329876 | 09/08/2022 | 09/08/2023 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | | WCN8007488 | 09/08/2022 | 09/08/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Directors & Officers Liability | | | | NDO2555315C | 09/08/2022 | 09/08/2023 | Each Claim \$1,000,000 Annual Aggregate \$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.
 Board of Directors are excluded from workers compensation coverage.

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire DHHS 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 |
|---|--|



MISSION STATEMENT:

Rockingham Nutrition & Meals on Wheels Program provides nutritious meals and support services to older and or permanently or temporarily home challenged residents of Rockingham County to help them preserve long term health, independence, and wellbeing.



**ROCKINGHAM NUTRITION
AND MEALS ON WHEELS PROGRAM**

Independent Auditor's Reports Pursuant
to Government Auditing Standards
and Uniform Guidance

For the Year Ended June 30, 2021

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| Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance | 3 |
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**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**

Independent Auditor's Report

To the Board of Directors
Rockingham Nutrition and Meals on Wheels Program

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 Rockingham Nutrition and Meals on Wheels Program (the Organization) which comprise the statement of financial position as of June 30, 2021, 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 June 15, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization'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 the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization'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.

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

800.282.2440 | melansoncpas.com



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 may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying Schedule Findings and Questioned Costs in item 2021-001, that we consider to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization'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*.

Organization's Response to Findings

The Organization's response to the findings identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. The Organization's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

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.

A handwritten signature in cursive script that reads "Melanson".

Merrimack, New Hampshire
June 15, 2022



**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND
REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditor's Report

To the Board of Directors
Rockingham Nutrition and Meals on Wheels Program

Report on Compliance for Each Major Federal Program

We have audited Rockingham Nutrition and Meals on Wheels Program's (the Organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Organization's major federal programs for the year ended June 30, 2021. The Organization's major federal programs are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization 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, 2021.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's 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 first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we did identify certain deficiencies in internal control over



compliance, described in the accompanying Schedule of Findings and Questioned Costs in items 2021-002 and 2021-003 that we consider to be significant deficiencies.

The Organization's response to the internal control over compliance findings identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Rockingham Nutrition and Meals on Wheels Program as of and for the year ended June 30, 2021, and have issued our report thereon dated June 15, 2022, which contained an unmodified opinion on those financial statements. 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 is presented for purposes of additional analysis as required by the Uniform Guidance 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 Expenditure of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in cursive script that reads "Melanson".

Merrimack, New Hampshire
June 15, 2022

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2021

| <i>Federal Agency</i> Cluster Pass through Agency Program Title | <u>Federal AL Number</u> | <u>Pass through Identifying Number</u> | <u>Federal Expenditures</u> |
|--|----------------------------------|--|---------------------------------|
| <i>U.S. Department of Transportation</i> | | | |
| Passed Through Cooperative Alliance for Seacoast Transportation | | | |
| Enhanced Mobility of Seniors and Individuals with Disabilities | 20.513 | Unknown | \$ 56,473 |
| Passed Through Southern New Hampshire Planning Commission | | | |
| Enhanced Mobility of Seniors and Individuals with Disabilities | 20.513 | Unknown | <u>14,976</u> |
| Total U.S. Department of Transportation | | | 71,449 |
| <i>U.S. Department of Treasury</i> | | | |
| Passed Through State of New Hampshire - Department of Health and Human Services | | | |
| COVID-19 Coronavirus Relief Fund | 21.019 | Unknown | <u>150,863</u> |
| Total U.S. Department of Treasury | | | 150,863 |
| <i>U.S. Department of Health and Human Services</i> | | | |
| Aging Cluster | | | |
| Passed Through the State of New Hampshire - Department of Elderly and Adult Services | | | |
| Special Programs for the Aging-Title IIIB, Part B-Grants for Supportive Services and Senior Centers | 93.044 | 05-95-48-481010-7872 | 56,861 |
| Special Programs for the Aging-Title III, Part C-Nutrition Services | 93.045 | 05-95-48-481010-7872 | 536,709 |
| COVID-19 Special Programs for the Aging-Title III, Part C-Nutrition Services | 93.045 | 05-95-48-481010-7872 | 192,669 |
| Nutrition Services Incentive Program | 93.053 | 05-95-48-481010-7872 | <u>115,209</u> |
| Total Aging Cluster | | | 901,448 |
| Passed Through the State of New Hampshire - Department of Elderly and Adult Services | | | |
| Social Services Block Grant | 93.667 | 05-95-48-481010-9255 | 357,782 |
| Passed Through State of New Hampshire - Department of Health and Human Services | | | |
| Medical Assistance Program | 93.778 | Unknown | 299,547 |
| COVID-19 Medical Assistance Program | 93.778 | Unknown | <u>7,226</u> |
| Total Medical Assistance Program | | | <u>306,773</u> |
| Total U.S. Department of Health and Human Services | | | 1,566,003 |
| <i>U.S. Department of Homeland Security</i> | | | |
| Emergency Food and Shelter National Board Program | 97.024 | N/A | <u>45,500</u> |
| Total U.S. Department of Homeland Security | | | <u>45,500</u> |
| Total Federal Expenditures | | | <u>\$ 1,833,815</u> |

The accompanying notes are an integral part of this schedule.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

Notes to Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2021

Note 1. Basis of Presentation

- The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Rockingham Nutrition and Meals on Wheels Program (the Organization) under programs of the federal government for the year ended June 30, 2021. The information in the 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 the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.
- Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 2. De Minimis Cost Rate

The Organization has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Note 3. Donated Personal Protective Equipment (PPE) (UNAUDITED)

During the year ended June 30, 2021, the Organization did not receive donated PPE.

Note 4. Subrecipients

Of the federal expenditures presented in the Schedule, the Organization did not provide federal awards to subrecipients.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2021

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of Auditor's report issued:

Unmodified

Internal control over financial reporting:

- Material weaknesses identified? yes no
 - Significant deficiencies identified? yes none reported
- Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major federal programs:

- Material weaknesses identified? yes no
- Significant deficiencies identified? yes none reported

Type of Auditor's report issued on compliance for major programs:

Aging Cluster

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

yes no

Identification of major federal programs:

CFDA Number(s)

Name of Federal Program or Cluster

93.044, 93.045, 93.053

Aging Cluster

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

yes no

SECTION II - FINANCIAL STATEMENT FINDINGS

2021-001 Improve Controls Over Financial Reporting and Accounting Processes (Significant Deficiency)

Criteria or Specific Requirement

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; this includes 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.

Condition and Context

During the financial statement audit, the following issues related to controls over financial reporting were noted:

Improve Controls over Financial Reporting

Material audit adjustments were required in order for the financial statements to be reported in accordance with *Generally Accepted Accounting Principles*. At year end, all adjustments required for the financial statements to be in accordance with accounting standards should be made prior to the commencement of the audit.

Improve Controls and Documentation Over Vendor Disbursements Process

Although certain mitigating controls exist with respect to vendor disbursements, there were instances noted where the individual that approved the disbursement also signed the check. In addition, there were several disbursements that did not have supporting documentation.

An effectively designed disbursements process with an adequate segregation of duties limits individuals to performing only one of the following:

- Approving disbursements.
- Recording disbursements to the accounting software (or access to the general ledger).
- Check signing/electronic payments/bank transfers.

In addition, external documentation such as a vendor invoice, bill, or receipt should be consistently obtained in order to support vendor disbursements. There should also be consistent documented approval on supporting documentation, or on a schedule of bills that lists each item.

Cause

Weaknesses in the design and implementation of internal controls over financial reporting.

Effect

As a result, management or employees, in the normal course of performing their assigned functions, may not be able to prevent, or detect and correct misstatements on a timely basis.

Recommendation

The Organization should address the weakness in internal controls noted above in order to improve the likelihood of preventing, or detecting and correcting misstatements on a timely basis.

Views of Responsible Official and Planned Corrective Action

Management's views and corrective action plan are included at the end of the Schedule of Prior Year Findings.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

2021-002 Improve Controls and Documentation Over Vendor Disbursements Process (Significant Deficiency)

Federal Program(s) Information

Federal Agency: U.S. Department of Health and Human Services

Cluster: Aging Cluster

Federal Program Name: Special Programs for the Aging – Title IIIB, Part B
 Special Programs for the Aging – Title III, Part C
 Special Programs for the Aging – Title III, Part C (COVID-19)
 Nutrition Services Incentive Program

AL Number(s): 93.044, 93.045, 93.045 (COVID-19), 94.053

Pass-through Entity: State of New Hampshire – Department of Elderly and
 Adult Services

Award Year: 2021

Type of Finding

Internal Control Over Compliance – Allowable Costs/Cost Principles (Significant Deficiency)

Criteria or Specific Requirement

Grantees must provide reasonable assurance that federal awards are expended only for allowable activities and that the costs of goods and services charged to federal awards are allowable and in accordance with the applicable cost principles.

Management of the Organization is also responsible for establishing and maintaining effective internal control over compliance with federal requirements that have a direct and material effect on a federal program. 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.

Condition and Context

As further described in finding 2021-001, control deficiencies related to disbursements were noted as a result of the testing of internal controls.

Cause

Weaknesses in the formal documentation of internal controls.

Effect or Potential Effect

Due to the weaknesses in internal controls noted above, there is a risk that amounts charged to Federal awards could not be allowable or in accordance with applicable cost principles. There are no questioned costs as a result of this finding, as there were no costs were identified that were not in compliance with the requirements of the Uniform Guidance.

Recommendation

The Organization should address the weaknesses in internal controls noted above in order to provide reasonable assurance that federal awards are expended only for allowable activities, and that the costs of goods and services charged to federal awards are allowable and in accordance with the applicable cost principles.

Views of Responsible Official and Planned Corrective Action

Management's views and corrective action plan are included at the end of the Schedule of Prior Year Findings.

2021-003 Improve Controls and Documentation Over Reporting (Significant Deficiency)

Federal Program(s) Information

Federal Agency: U.S. Department of Health and Human Services

Cluster: Aging Cluster

Federal Program Name: Special Programs for the Aging – Title IIIB, Part B
Special Programs for the Aging – Title III, Part C
Special Programs for the Aging – Title III, Part C (COVID-19)
Nutrition Services Incentive Program

AL Number(s): 93.044, 93.045. 93.045 (COVID-19), 94.053

Pass-through Entity: State of New Hampshire – Department of Elderly and
Adult Services

Award Year: 2021

Type of Finding

Internal Control Over Compliance – Reporting (Significant Deficiency)

Criteria or Specific Requirement

The requirements that apply to program income are contained in *Financial Reporting*, 2 CFR section 200.328, *Monitoring and Reporting*, 2 CFR section 200.329, program legislation, the Transparency Act, federal awarding agency regulations, and the terms and conditions of the award. Grantees must provide reasonable assurance that required reports for Federal awards include all activity of the reporting period, are supported by applicable accounting or performance records, and are fairly presented in accordance with governing requirements.

Management of the Organization is also responsible for establishing and maintaining effective internal control over compliance with federal requirements that have a direct and material effect on a federal program. 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.

Condition and Context

Samples of required quarterly reports were tested in order to determine if internal control over and compliance was appropriately designed, implemented, and effectively operating in accordance with federal reporting requirements. As a result of this testing, inadequate controls over reporting were identified. Specifically, there was no evidence that someone other than the preparer was involved in the reporting processes.

Cause

Weaknesses in the formal documentation of internal controls.

Effect or Potential Effect

Due to the weaknesses in internal controls noted above, there is a risk that amounts reported on quarterly reports are incorrect. Known questioned costs were not identified as a result of these weaknesses as these are procedural requirements, where questioned costs are not quantifiable.

Recommendation

The Organization should address the weakness in internal controls noted above in order to comply with the federal requirements related to internal control over reporting, and to reduce risk.

Views of Responsible Official and Planned Corrective Action

Management's views and corrective action plan are included at the end of the Schedule of Prior Year Findings.

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

| <u>Finding #</u> | <u>Program</u> | <u>Finding/Noncompliance</u> | <u>Current Year Status</u> |
|-------------------------|-----------------------|--|-----------------------------------|
| 2020-001 | All Federal Programs | Document Policies and Procedures Over Federal Awards | Resolved |



Rockingham Nutrition & Meals On Wheels Program

106 North Road • Brentwood, NH 03833

(603) 679-2201 • Fax: (603) 679-2206 • Admin@RNMOV.org

CORRECTIVE ACTION PLAN

SECTION II - FINANCIAL STATEMENT FINDINGS

2021-001 Improve Controls Over Financial Reporting and Accounting Processes (Significant Deficiency)

Improve Controls Over Financial Reporting and Accounting Processes

Planned Action: The Organization will review year-end closing procedures and implement changes in order to ensure that all adjustments required for the financial statements to be in accordance with accounting standards are made prior to the commencement of the audit.

Improve Controls and Documentation Over Vendor Disbursements Process

Planned Action: The Organization will implement actions as noted below in order to address the lack of segregation of duties and properly approved supporting documentation for vendor disbursements.

- An additional approval signature for disbursements by someone other than the check signer will be required.
- Proper supporting documentation for disbursements will be required.

Improve Controls Over Receipt Process

Planned Action: The Organization will require documented evidence that multiple individuals are involved in every phase of the receipts process and will require monitoring of the process, including reconciling deposits to supporting documentation, by someone that is not involved in the process.

~ Meals And Service For The Elderly Since 1978 ~

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

2021-002 Improve Controls and Documentation Over Vendor Disbursements Process (Significant Deficiency)

Planned Action: Although there were no questioned costs as a result of this finding, the Organization will implement actions as noted below in order to ensure that federal awards are expended only for allowable activities and that cost of goods and services charged to federal awards are allowable and in accordance with the applicable federal cost principles.

The Organization will implement actions as noted below in order to address the lack of segregation of duties and properly approved supporting documentation for vendor disbursements.

- An additional approval signature for disbursements by someone other than the check signer will be required.
- Proper supporting documentation for disbursements will be required.

2021-003 Improve Controls Over Reporting (Significant Deficiency)

Planned Action: The Organization will require that multiple individuals are involved in the reporting process in order to ensure the accuracy of federal reports.

PLANNED IMPLEMENTATION DATE OF CORRECTIVE ACTION: June 30, 2022

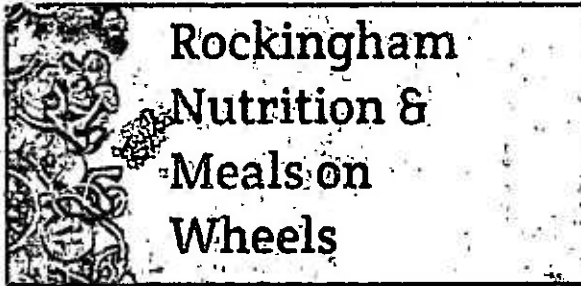
RESPONSIBLE INDIVIDUAL: Debra Perou, Executive Director



Debra Perou, Executive Director



Date



**RNMOW Board of Directors' List
2022-2023**

Name

Officers & Committees

Chris Kelsey

Chairman
Governance, Chairman

David Barka

Treasurer
Finance, Chair

Sallyann Hawko

Secretary
Governance

Charlotte DiLorenzo

Governance

Sandra J. Tanis

Governance
Finance

Helen Sanders

Finance

DEBRA PEROU

EXPERIENCE

Sept. 1978- Present Rockingham Nutrition and Meals on Wheels Program, Inc.
106 North Road, Brentwood, NH 03833
DPerou@rnmow.org
www.Rockinghammealsonwheels.org

Executive Director of the Rockingham Nutrition and Meals on Wheels Program, a private nonprofit organization that provides community and home delivered meals, social services, and transportation to older adults and temporarily and permanently home bound residents living in Rockingham County, New Hampshire, a 37 town catchment area.

The Director is the key management leader of RNMOW, and is responsible for overseeing the administration, programs, and strategic plan of the organization. This position reports directly to the Board of Directors, and works with the Board and staff in order to fulfill the organization's mission through programs, strategic planning, and community outreach; develops resources sufficient to ensure the financial health, viability, and performance of the organization, and oversees and implements appropriate resources to ensure that the operations of the organization are appropriate. Other key duties include fundraising, marketing, and community outreach.

PROFESSIONAL AFFILIATIONS

- The National Association of Nutrition and Aging Services
- Meals on Wheels Association of America
- Meals on Wheels New Hampshire
- New Hampshire Center for Nonprofits
- New Hampshire Association of Healthy Aging
- Member of Regional Coordination Transportation Councils, Regions 8 and 10
- Executive Member of Regional Coordination Council Region 10
- New Hampshire Association of Healthy Aging, Steering Committee member
- NHAHA Diversity, Equity, and Inclusion Subcommittee

GOALS

Working with others, through a nonprofit, to improve lives in our communities.

Helen Kostrzynski

Professional Highlights **Beckingham Nutrition & Meals on Wheels 2007-present** **Operations Director**

As Operations Director my role is to oversee the day-to-day activities of the agency, ensuring that the organization is managed and performing efficiently and effectively.

- Implements policies and procedures that will improve day-to-day operations
- Ensures work environments are adequate and safe
- Completion and submission of Grant and fundraising applications
- Certified trainer for defensive driving, emergency procedures and passenger assistance/wheel chair lift
- Oversees transportation program, DOT regulations and training
- Participates in the hiring and training of site managers
- Handles discipline and termination of employees as needed and in accordance with company policy
- Reviews, analyzes, and evaluates business procedures

Auditor / Field Supervisor

- Compliance checks verifying that policies and procedures are being followed
- Run meal sites when managers are out or during vacancies.
- Internal auditing done on meals, ordered/served, payroll, inventory, meal routes and donation tracking
- Complete annual employee evaluation on each manager
- Public Speaking events for town meetings, united way etc.
- Promote RNMQW 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
- Microsoft Streets and Trips
- Servsafe certification
- Strong working knowledge of Department of Transportation safety regulations and training requirements
- Strong working knowledge of Department of Labor regulations and guidelines
- Strong working knowledge of dietary guidelines
- Attend annual nutrition trainings and conferences
- Attend annual Department of Labor trainings
- Strong organizational and communications skills

| | | | |
|---------------------------|---|--|--------------|
| Employment History | Operations Director | RNMOW, Brentwood, NH | 2018-Present |
| | Auditor / Field Supervisor / Administrative Assistant | RNMOW, Brentwood, NH | 2007-2018 |
| | 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***

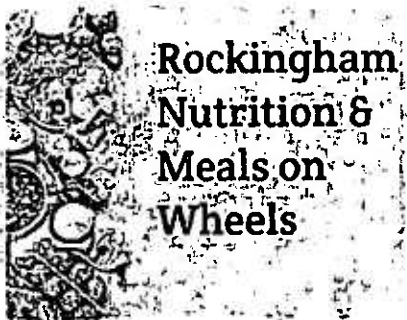
- Extensive use of Excel for analyzing historical sales and financial analysis as well as to create visually appealing charts
- Consistently met all deadlines while maintaining expected budgets
- Mentored and trained new hires in Forecast 21 as well as company data systems
- Key player in evaluating 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



CONTRACTOR NAME:

Rockingham Nutrition and Meals on Wheels Program

Key Personnel for Transportation Proposal

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|---------------------|-----------|---------------------------|--------------------------------|
| Debra Perou | Executive Director | 120,000 * | 15% | 18,000 |
| Helen Kostrzynski | Operations Director | 75,000.00 | 15% | 11,250 |
| Jane Ross | Accounting Officer | 45,344.00 | 10% | 4534 |
| | | | | |

*Salary January 2023

45 GAC



Lori A. Sblidette
Commissioner

Melissa A. Hardy
Director

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

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

June 3, 2022

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

REQUESTED ACTION

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

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

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

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

See attached fiscal details.

EXPLANATION

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

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

The Contractors will provide meals using the following three methods:

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

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

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

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

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

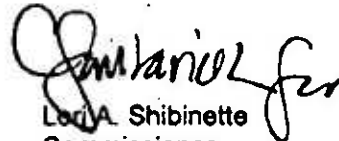
Area Served: Statewide.

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

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

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BEAS-04-BEASN
Project Title BEAS Nutrition Services

| | Maximum Points Available | CAP-BM | Gibson Center | Grafton County Senior Citizens Council | Hillsborough County Meals on Wheels | Newport Senior Center | Rockingham Nutrition & Meals on Wheels | 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

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

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

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

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 #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 |

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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 |

Subject: RFA-2023-BEAS-04-BEASN-07 (BEAS Nutrition)

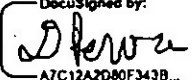
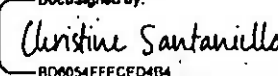
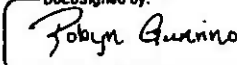
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|---|---|--|--|
| 1.1 State Agency Name New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name 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 <small>DocuSigned by:</small>  Date: 6/8/2022 <small>ATG12A2D80F343B</small> | | 1.12 Name and Title of Contractor Signatory Debra Perou Executive Director | |
| 1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 6/9/2022 <small>BD0054FFECED404</small> | | 1.14 Name and Title of State Agency Signatory Christine Santanillo State 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) <small>DocuSigned by:</small> By:  On: 6/9/2022 <small>71873481484100</small> | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials 
 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.

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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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.

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

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

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Scope of Services

1. Statement of Work

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

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

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

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

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- 1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.
- 1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.
- 1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.
- 1.8. Client Assessments and Service Plans
 - 1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
 - 1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.
- 1.9. Person-Centered Provision of Services
 - 1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.
- 1.10. Client Donations and Fees
 - 1.10.1. To comply with the requirements for Title III Services, the Contractor:
 - 1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, except

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as stated in Section 1.11. Adult Protection Services;

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

1.11. Adult Protection Services

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

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

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

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

1.12. Referring Clients to Other Services

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

1.13. Client Wait Lists

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

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

1.14. Criminal Background Check and BEAS State Registry Checks

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

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

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

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

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

EXHIBIT B

awarded contract.

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

1.18. Reporting

1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 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:

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

EXHIBIT B

- 1.18.3.1.1. The number of meals served by client and by town.
- 1.18.3.1.2. The number of meals served in the aggregate.
- 1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.
- 1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.19. Performance Measures

- 1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.
- 1.19.2. The Contractor shall ensure:
 - 1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E. 501 and 502.
- 1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:
 - 1.19.3.1. Data.
 - 1.19.3.2. Financial records.
 - 1.19.3.3. Scheduled and unscheduled access to Contractor work site, locations, work spaces and associated facilities.
 - 1.19.3.4. Scheduled phone access to Contractor staff.
 - 1.19.3.5. Timely unshceduled phone response by selected Contractor staff.
- 1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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

EXHIBIT B

- Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

3.3.3. The Department shall retain copyright ownership for any ^{DS} and all _{VP}

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

EXHIBIT B

original materials produced, including, but not limited to:

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

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

- 3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

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

EXHIBIT B

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

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

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

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

EXHIBIT B

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 |

**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:

RFA-2023-BEAS-04-BEASN-07

Rockingham Nutrition And Meals On Wheels Program, Inc.

Contractor Initials 
Date 6/8/2022

**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.

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

EXHIBIT C

-
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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 | 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 |
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| Title III-C Congregate Meals | Per Meal | 42,258 | \$8.11 | \$ 342,712.38 |
| Title XX Home Delievered Meals | Per Meal | 58,284 | \$8.11 | \$ 472,683.24 |
| ARPA Home Delievered 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 |

DP

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

Vendor Name: Rockingham Nutrition Meals on wheels Program

6/8/2022

Date

DocuSigned by:

Name: Debra Perou

Title: Executive Director

Vendor Initials DP
Date 6/8/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Rockingham Nutrition Meals on wheels Program

6/8/2022

Date

DocuSigned by:

Name: Debra Perou

Title: Executive Director

DS
DP

Vendor Initials

Date 6/8/2022

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

DP



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Rockingham Nutrition Meals on wheels Program

6/8/2022

Date

DocuSigned by:

Name: Debra Perou
Title: Executive Director

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Contractor Initials
6/8/2022
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.

Exhibit G

Contractor Initials

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DP

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Rockingham Nutrition Meals on wheels program

6/8/2022

Date

DocuSigned by:

Name: Debra Perou

Title: Executive Director

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit 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: Rockingham Nutrition Meals on Wheels Program

6/8/2022

Date

DocuSigned by:

Name: Debra Perou

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Date 6/8/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 6/8/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State by:
Christine Santaniello
 Signature of Authorized Representative
 christine santaniello
 Name of Authorized Representative
 Associate Commissioner
 Title of Authorized Representative
 6/9/2022
 Date

Rockingham Nutrition Meals on wheels Program
 Name of the Contractor
Debra Perou
 Signature of Authorized Representative
 Debra Perou
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 6/8/2022
 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: 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



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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

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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov