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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

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June 21, 2013

*Retroactive
Sole Source
51.29% Federal
48.71% General*

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into **retroactive** and **sole source** amendments with multiple vendors by increasing the price limitation by \$138,931.42 in the aggregate from \$293,965.94 to \$432,897.36 in the aggregate, for a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community, and extending the completion date from June 30, 2013 to June 30, 2014, effective retroactively to July 1, 2013 upon date of Governor and Council approval.

Summary of contracted amounts by vendor:

Vendor	Amount
Greater Wakefield Resource Center	\$13,362.30
Lake Sunapee Community Health Services	\$53,048.06
North Conway Community Center	\$13,542.30
The Visiting Nurse Association of Franklin	\$58,978.76
Total	\$138,931.42

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (60.32% Federal and 39.68% General)

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (44.31% Federal and 55.69% General Funds)

Please see attachment for fiscal details.

EXPLANATION

These **retroactive** and **sole source** actions are requested so the Department can ensure the continuation of services that enable elderly and/or disabled clients to remain in their homes and communities and maintain their independence while the Department looks for opportunities to further align service delivery to better serve the citizens of the State of New Hampshire. These actions are **retroactive** because these vendors required more time to have the documents signed than the few days required by the Department. The requested action seeks approval for the remaining 4 of 30 agreements that represent \$138,931.42 of the \$16,604,214.77 total anticipated to be spent statewide during this period on a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community via the funding sources listed. A matrix of services provided by vendor is attached.

Twenty-five of the thirty Amendments were approved by the Governor and Executive Council on June 19, 2013, Item # 133D. One other Agreement with Lakes Region Community Services Council, Inc. was submitted separately to Governor and Executive Council and was approved on June 19, 2013, Item # 133B.

These extensions are necessitated because the Department incorporated these services into a statewide Request for Proposals (Issued March 15, 2013) that resulted in proposals that did not align closely enough with Department objectives or expectations that vendors provide proposals that embraced a statewide approach to service delivery. The Department will release a new Request for Proposals within the next six months with the same objectives as the March 15, 2013 Request for Proposals to provide person centered service solutions that ensure statewide coverage and that highlight the Department's core values to:

- Empower older adults, their families, and other consumers to make informed decisions about existing health and Long-term care options;
- Enable older adults to remain in their own homes with high quality of life for as long as possible;
- Empower older adults to stay active and healthy;
- Ensure the rights of older adults and prevent their abuse, neglect, and exploitation;
- Promote and support individual and family direction;
- Improve quality of services;
- Improve outcomes;
- Increase access to needed services; and;
- Establish financial sustainability.

The reissue of the Request for Proposals will allow potential contractors time to:

- Develop their programming solutions to meet the Department's core values for the population being served.
- Develop partnerships/subcontracting arrangements to better meet the requirements in the Request for Proposals.
- Meet the time requirements for contracting prior to the expiration of these extensions.

Should the Governor and Executive Council not authorize these amendments, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled

Her Excellency, Governor Margaret Wood Hassan
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adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

The contractors were originally selected through a competitive bid process.

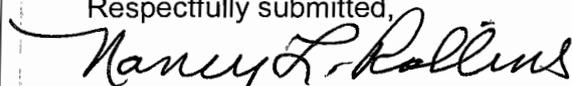
The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that these Contractors have performed satisfactorily.

Geographic area served is specific per contract.

Source of Funds for this amendment: 51.29% Federal and 48.71% General Funds.

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

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Matrix of Services

Contractor	SFY 14 Amount	Adult Day Services	Adult In Home Care	Community Elder Support Services	Elder Abuse Counseling	Health Screening	Home Health Aide Services	Homemaker	Legal Services	Nursing	Nutrition Services: Home Delivered Meals	Nutrition Services: Congregate Meals	Transportation	Vision Rehabilitation - Evaluation	Vision Rehabilitation - Training	Senior Companion
Androsoggin Valley Home Care Services	\$751,975.73		X		X	X	X	X		X						
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services	\$114,365.61	X														
Area Homecare Family Services, Inc.	\$1,390,586.24		X					X								
Child and Family Services of New Hampshire	\$1,176,228.14	X					X	X		X						
City of Nashua	\$132,084.48							X					X			
Community Action Partnership of Strafford County	\$42,510.44												X			
Community Action Program Belknap-Merrimack Counties, Inc.	\$1,597,356.75		X			X		X			X	X	X			X
Cornerstone VNA	\$107,850.54															
Easter Seals New Hampshire, Inc.	\$151,397.51	X														
Gibson Center for Senior Services, Inc.	\$282,232.24										X	X	X			
Grafton County Senior Citizens Council, Inc.	\$1,121,578.72			X							X	X	X			
Greater Wakefield Resource Center	\$13,362.30											X				
Lake Sunapee Community Health Services	\$53,048.06							X								
Lakes Region Community Services Council d/b/a Lakes Region Community Services	\$728,167.53		X					X						X		
New Hampshire Association for the Blind	\$28,899.56								X							
New Hampshire Legal Assistance	\$132,681.20															
Newport Senior Center, Inc.	\$598,562.45			X								X	X			
North Conway Community Center	\$13,542.30												X			
North County Home Health & Hospice Agency, Inc.	\$141,240.83		X				X									
Ossipee Concerned Citizens, Inc.	\$349,999.46															
Rockingham Nutrition and Meals on Wheels Program, Inc.	\$1,329,320.30			X									X			
Somersworth Housing Authority	\$436,545.66															
Special Transit Service, Inc.	\$112,113.68															
St. Joseph Community Services, Inc.	\$1,614,713.96			X												
The Homemakers Health Services	\$965,192.30	X					X	X		X						
The Visiting Nurse Association of Franklin	\$58,978.76							X								
Tri-County Community Action Program, Inc.	\$878,402.60	X														
Valley Regional Healthcare, Inc.	\$417,605.20	X				X	X	X								
Visiting Nurse Home Care & Hospice of Carroll County	\$312,388.27	X					X	X								
VNA at HCS, Inc.	\$1,651,324.95	X		X			X	X								
Total	\$16,604,214.77															

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

Androscoggin Valley Home Care Services (Vendor #157347)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$109,134.94	\$0.00	\$109,134.94
2013	540-800382	Social Services Contracts	\$109,134.94	\$0.00	\$109,134.94
2014	540-800382	Social Services Contracts	\$0.00	\$81,175.21	\$81,175.21
		Sub Total	\$218,269.88	\$81,175.21	\$299,445.09

Area Homecare and Family Services, Inc. (Vendor #166931)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$67,248.30	\$0.00	\$67,248.30
2013	540-800382	Social Services Contracts	\$67,248.30	\$0.00	\$67,248.30
2014	540-800382	Social Services Contracts	\$0.00	\$60,017.35	\$60,017.35
		Sub Total	\$134,496.60	\$60,017.35	\$194,513.95

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

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$249,414.48	\$0.00	\$249,414.48
2013	512-500352	Transition of Clients	\$249,414.48	\$0.00	\$249,414.48
2014	512-500352	Transition of Clients	\$0.00	\$277,500.30	\$277,500.30
		Sub Total	\$498,828.96	\$277,500.30	\$776,329.26
2012	541-500383	Meals - Home Del & Cong	\$843,314.22	\$0.00	\$843,314.22
2013	541-500383	Meals - Home Del & Cong	\$843,314.22	\$0.00	\$843,314.22
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$757,670.06	\$757,670.06
		Sub Total	\$1,686,628.44	\$757,670.06	\$2,444,298.50
		Sub Total	\$2,185,457.40	\$1,035,170.36	\$3,220,627.76

Visiting Nurse Home Care & Hospice of Carroll County (Vendor #167159)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$74,330.00	\$0.00	\$74,330.00
2013	540-800382	Social Services Contracts	\$74,330.00	\$0.00	\$74,330.00
2014	540-800382	Social Services Contracts	\$0.00	\$71,994.55	\$71,994.55
		Sub Total	\$148,660.00	\$71,994.55	\$220,654.55

Child & Family Services of NH (Vendor #177166)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$137,028.51	\$0.00	\$137,028.51
2013	540-800382	Social Services Contracts	\$137,028.51	\$0.00	\$137,028.51
2014	540-800382	Social Services Contracts	\$0.00	\$137,795.05	\$137,795.05
		Sub Total	\$274,057.02	\$137,795.05	\$411,852.07

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

Easter Seals New Hampshire, Inc. (Vendor #177204)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$56,908.62	\$0.00	\$56,908.62
2013	540-800382	Social Services Contracts	\$56,908.62	\$0.00	\$56,908.62
2014	540-800382	Social Services Contracts	\$0.00	\$49,847.51	\$49,847.51
		Sub Total	\$113,817.24	\$49,847.51	\$163,664.75

Area Agency of Greater Nashua, Inc. dba Gateways Community Services (Vendor #155784)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$68,729.04	\$0.00	\$68,729.04
2013	540-800382	Social Services Contracts	\$68,729.04	\$0.00	\$68,729.04
2014	540-800382	Social Services Contracts	\$0.00	\$60,205.61	\$60,205.61
		Sub Total	\$137,458.08	\$60,205.61	\$197,663.69

Gibson Center for Senior Services, Inc. (Vendor 155344)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$79,412.90	\$0.00	\$79,412.90
2013	512-500352	Transition of Clients	\$79,412.90	\$0.00	\$79,412.90
2014	512-500352	Transition of Clients	\$0.00	\$51,660.00	\$51,660.00
		Sub Total	\$158,825.80	\$51,660.00	\$210,485.80
2012	541-500383	Meals - Home Del & Cong	\$187,345.34	\$0.00	\$187,345.34
2013	541-500383	Meals - Home Del & Cong	\$187,345.34	\$0.00	\$187,345.34
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$167,634.88	\$167,634.88
		Sub Total	\$374,690.68	\$167,634.88	\$542,325.56
		Sub Total	\$533,516.48	\$219,294.88	\$752,811.36

Grafton County Senior Citizen's Council, Inc. (Vendor #177675)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$249,690.00	\$0.00	\$249,690.00
2013	512-500352	Transition of Clients	\$258,300.00	\$0.00	\$258,300.00
2014	512-500352	Transition of Clients	\$0.00	\$233,296.56	\$233,296.56
		Sub Total	\$507,990.00	\$233,296.56	\$741,286.56
2012	540-800382	Social Services Contracts	\$22,557.80	\$0.00	\$22,557.80
2013	540-800382	Social Services Contracts	\$14,632.80	\$0.00	\$14,632.80
2014	540-800382	Social Services Contracts	\$0.00	\$13,061.24	\$13,061.24
		Sub Total	\$37,190.60	\$13,061.24	\$50,251.84
2012	541-500383	Meals - Home Del & Cong	\$575,163.96	\$0.00	\$575,163.96
2013	541-500383	Meals - Home Del & Cong	\$571,684.96	\$0.00	\$571,684.96
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$504,705.60	\$504,705.60
		Sub Total	\$1,146,848.92	\$504,705.60	\$1,651,554.52
		Sub Total	\$1,692,029.52	\$751,063.40	\$2,443,092.92

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

Greater Wakefield Resource Center (Vendor #158408)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	541-500383	Meals - Home Del & Cong	\$15,680.00	\$0.00	\$15,680.00
2013	541-500383	Meals - Home Del & Cong	\$15,680.00	\$0.00	\$15,680.00
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$13,362.30	\$13,362.30
		Sub Total	\$31,360.00	\$13,362.30	\$44,722.30

Lake Sunapee Community Health Services (Vendor #174248)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$24,245.00	\$0.00	\$24,245.00
2013	540-800382	Social Services Contracts	\$24,245.00	\$0.00	\$24,245.00
2014	540-800382	Social Services Contracts	\$0.00	\$21,634.00	\$21,634.00
		Sub Total	\$48,490.00	\$21,634.00	\$70,124.00

Newport Senior Center, Inc. (Vendor #177250)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$100,748.48	\$0.00	\$100,748.48
2013	512-500352	Transition of Clients	\$100,748.48	\$0.00	\$100,748.48
2014	512-500352	Transition of Clients.	\$0.00	\$78,936.48	\$78,936.48
		Sub Total	\$201,496.96	\$78,936.48	\$280,433.44
2012	540-800382	Social Services Contracts	\$18,381.29	\$0.00	\$18,381.29
2013	540-800382	Social Services Contracts	\$18,381.29	\$0.00	\$18,381.29
2014	540-800382	Social Services Contracts	\$0.00	\$2,888.71	\$2,888.71
		Sub Total	\$36,762.58	\$2,888.71	\$39,651.29
2012	541-500383	Meals - Home Del & Cong	\$360,950.80	\$0.00	\$360,950.80
2013	541-500383	Meals - Home Del & Cong	\$359,426.90	\$0.00	\$359,426.90
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$322,832.58	\$322,832.58
		Sub Total	\$720,377.70	\$322,832.58	\$1,043,210.28
		Sub Total	\$958,637.24	\$404,657.77	\$1,363,295.01

NH Association for the Blind (Vendor #154156)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$32,413.58	\$0.00	\$32,413.58
2013	540-800382	Social Services Contracts	\$32,413.58	\$0.00	\$32,413.58
2014	540-800382	Social Services Contracts	\$0.00	\$28,899.56	\$28,899.56
		Sub Total	\$64,827.16	\$28,899.56	\$93,726.72

NH Legal Assistance (Vendor #154648)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$148,630.71	\$0.00	\$148,630.71
2013	540-800382	Social Services Contracts	\$148,630.71	\$0.00	\$148,630.71
2014	540-800382	Social Services Contracts	\$0.00	\$132,661.20	\$132,661.20
		Sub Total	\$297,261.42	\$132,661.20	\$429,922.62

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

North Conway Community Center (Vendor #154150)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$14,994.11	\$0.00	\$14,994.11
2013	512-500352	Transition of Clients	\$14,994.11	\$0.00	\$14,994.11
2014	512-500352	Transition of Clients	\$0.00	\$13,542.30	\$13,542.30
		Sub Total	\$29,988.22	\$13,542.30	\$43,530.52

North Country Home Health and Hospice Agency, Inc. (Vendor #154643)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$15,145.00	\$0.00	\$15,145.00
2013	540-800382	Social Services Contracts	\$19,107.50	\$0.00	\$19,107.50
2014	540-800382	Social Services Contracts	\$0.00	\$17,048.55	\$17,048.55
		Sub Total	\$34,252.50	\$17,048.55	\$51,301.05

Ossipee Concerned Citizens, Inc. (Vendor #170158)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	541-500383	Meals - Home Del & Cong	\$214,153.80	\$0.00	\$214,153.80
2013	541-500383	Meals - Home Del & Cong	\$214,153.80	\$0.00	\$214,153.80
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$190,670.76	\$190,670.76
		Sub Total	\$428,307.60	\$190,670.76	\$618,978.36

CornerStone VNA (Vendor #230881)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$2,190.50	\$0.00	\$2,190.50
2013	540-800382	Social Services Contracts	\$2,190.50	\$0.00	\$2,190.50
2014	540-800382	Social Services Contracts	\$0.00	\$1,954.60	\$1,954.60
		Sub Total	\$4,381.00	\$1,954.60	\$6,335.60

Rockingham Nutrition & M-O-W Prog, Inc. (Vendor #155197)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$123,559.24	\$0.00	\$123,559.24
2013	512-500352	Transition of Clients	\$123,559.24	\$0.00	\$123,559.24
2014	512-500352	Transition of Clients	\$0.00	\$117,337.08	\$117,337.08
		Sub Total	\$247,118.48	\$117,337.08	\$364,455.56
2012	540-800382	Social Services Contracts	\$14,060.59	\$0.00	\$14,060.59
2013	540-800382	Social Services Contracts	\$14,060.59	\$0.00	\$14,060.59
2014	540-800382	Social Services Contracts	\$0.00	\$12,550.48	\$12,550.48
		Sub Total	\$28,121.18	\$12,550.48	\$40,671.66
2012	541-500383	Meals - Home Del & Cong	\$785,370.18	\$0.00	\$785,370.18
2013	541-500383	Meals - Home Del & Cong	\$785,370.18	\$0.00	\$785,370.18
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$711,987.78	\$711,987.78
		Sub Total	\$1,570,740.36	\$711,987.78	\$2,282,728.14
		Sub Total	\$1,845,980.02	\$841,875.34	\$2,687,855.36

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

Somersworth Housing Authority (Vendor #154340)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	541-500383	Meals - Home Del & Cong	\$371,657.16	\$0.00	\$371,657.16
2013	541-500383	Meals - Home Del & Cong	\$320,063.24	\$0.00	\$320,063.24
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$291,453.68	\$291,453.68
		Sub Total	\$691,720.40	\$291,453.68	\$983,174.08

Special Transit Services, Inc. (Vendor #177204)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$124,133.24	\$0.00	\$124,133.24
2013	512-500352	Transition of Clients	\$124,133.24	\$0.00	\$124,133.24
2014	512-500352	Transition of Clients	\$0.00	\$112,113.68	\$112,113.68
		Sub Total	\$248,266.48	\$112,113.68	\$360,380.16

St. Joseph Community Services, Inc. (Vendor #155093)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$62,009.22	\$0.00	\$62,009.22
2013	512-500352	Transition of Clients	\$62,009.22	\$0.00	\$62,009.22
2014	512-500352	Transition of Clients	\$0.00	\$56,005.18	\$56,005.18
		Sub Total	\$124,018.44	\$56,005.18	\$180,023.62
2012	540-800382	Social Services Contracts	\$33,637.89	\$0.00	\$33,637.89
2013	540-800382	Social Services Contracts	\$33,637.89	\$0.00	\$33,637.89
2014	540-800382	Social Services Contracts	\$0.00	\$30,025.18	\$30,025.18
		Sub Total	\$67,275.78	\$30,025.18	\$97,300.96
2012	541-500383	Meals - Home Del & Cong	\$1,181,147.10	\$0.00	\$1,181,147.10
2013	541-500383	Meals - Home Del & Cong	\$1,176,737.10	\$0.00	\$1,176,737.10
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$1,066,402.12	\$1,066,402.12
		Sub Total	\$2,357,884.20	\$1,066,402.12	\$3,424,286.32
		Sub Total	\$2,549,178.42	\$1,152,432.48	\$3,701,610.90

Community Action Partnership of Strafford County (Vendor #177200)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$47,068.00	\$0.00	\$47,068.00
2013	512-500352	Transition of Clients	\$47,068.00	\$0.00	\$47,068.00
2014	512-500352	Transition of Clients	\$0.00	\$42,510.44	\$42,510.44
		Sub Total	\$94,136.00	\$42,510.44	\$136,646.44

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

The Homemakers Health Services (Vendor #154849)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$130,993.00	\$0.00	\$130,993.00
2013	512-500352	Transition of Clients	\$130,993.00	\$0.00	\$130,993.00
2014	512-500352	Transition of Clients	\$0.00	\$76,837.80	\$76,837.80
		Sub Total	\$261,986.00	\$76,837.80	\$338,823.80
2012	540-800382	Social Services Contracts	\$49,239.30	\$0.00	\$49,239.30
2013	540-800382	Social Services Contracts	\$49,239.30	\$0.00	\$49,239.30
2014	540-800382	Social Services Contracts	\$0.00	\$62,938.00	\$62,938.00
		Sub Total	\$98,478.60	\$62,938.00	\$161,416.60
		Sub Total	\$360,464.60	\$139,775.80	\$500,240.40

Nashua Transit System (Vendor #157569)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$102,585.60	\$0.00	\$102,585.60
2013	512-500352	Transition of Clients	\$102,585.60	\$0.00	\$102,585.60
2014	512-500352	Transition of Clients	\$0.00	\$132,084.48	\$132,084.48
		Sub Total	\$205,171.20	\$132,084.48	\$337,255.68

Tri County CAP (Vendor #177195)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$308,632.00	\$0.00	\$308,632.00
2013	512-500352	Transition of Clients	\$308,632.00	\$0.00	\$308,632.00
2014	512-500352	Transition of Clients	\$0.00	\$280,850.40	\$280,850.40
		Sub Total	\$617,264.00	\$280,850.40	\$898,114.40
2012	540-800382	Social Services Contracts	\$19,633.00	\$0.00	\$19,633.00
2013	540-800382	Social Services Contracts	\$19,633.00	\$0.00	\$19,633.00
2014	540-800382	Social Services Contracts	\$0.00	\$17,195.80	\$17,195.80
		Sub Total	\$39,266.00	\$17,195.80	\$56,461.80
2012	541-500383	Meals - Home Del & Cong	\$397,673.92	\$0.00	\$397,673.92
2013	541-500383	Meals - Home Del & Cong	\$397,673.92	\$0.00	\$397,673.92
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$359,373.70	\$359,373.70
		Sub Total	\$795,347.84	\$359,373.70	\$1,154,721.54
		Sub Total	\$1,451,877.84	\$657,419.90	\$2,109,297.74

Valley Regional Healthcare (Vendor #177158)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$55,001.44	\$0.00	\$55,001.44
2013	540-800382	Social Services Contracts	\$55,001.44	\$0.00	\$55,001.44
2014	540-800382	Social Services Contracts	\$0.00	\$68,085.19	\$68,085.19
		Sub Total	\$110,002.88	\$68,085.19	\$178,088.07

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

VNA at HCS, Inc. (Vendor #177274)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$86,100.00	\$0.00	\$86,100.00
2013	512-500352	Transition of Clients	\$86,100.00	\$0.00	\$86,100.00
2014	512-500352	Transition of Clients	\$0.00	\$51,906.82	\$51,906.82
		Sub Total	\$172,200.00	\$51,906.82	\$224,106.82
2012	540-800382	Social Services Contracts	\$183,394.02	\$0.00	\$183,394.02
2013	540-800382	Social Services Contracts	\$183,394.02	\$0.00	\$183,394.02
2014	540-800382	Social Services Contracts	\$0.00	\$119,081.57	\$119,081.57
		Sub Total	\$366,788.04	\$119,081.57	\$485,869.61
2012	541-500383	Meals - Home Del & Cong	\$359,436.00	\$0.00	\$359,436.00
2013	541-500383	Meals - Home Del & Cong	\$359,436.00	\$0.00	\$359,436.00
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$323,630.58	\$323,630.58
		Sub Total	\$718,872.00	\$323,630.58	\$1,042,502.58
		Sub Total	\$1,257,860.04	\$494,618.97	\$1,752,479.01

Franklin VNA and Hospice (Vendor #154177)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$6,445.44	\$0.00	\$6,445.44
2013	540-800382	Social Services Contracts	\$6,445.44	\$0.00	\$6,445.44
2014	540-800382	Social Services Contracts	\$0.00	\$5,751.66	\$5,751.66
		Sub Total	\$12,890.88	\$5,751.66	\$18,642.54

Lakes Region Community Services Council (Vendor #177251)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Amount	Total Amount
2012	540-800382	Social Services Contracts	\$0.00	\$0.00	\$0.00
2013	540-800382	Social Services Contracts	\$0.00	\$0.00	\$0.00
2014	540-800382	Social Services Contracts	\$0.00	\$92,050.27	\$92,050.27
		Sub Total	\$0.00	\$92,050.27	\$92,050.27
		Sub Total	\$16,162,816.12	\$7,321,166.85	\$23,483,982.97

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

**05-95-48-481010-9010 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, VOLUNTEER ACTIVITIES**

SFY 2014 - 100% General Funds

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

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	102-500731	Contracts for Program Svcs	\$28,732.75	\$0.00	\$28,732.75
2013	102-500731	Contracts for Program Svcs	\$28,732.75	\$0.00	\$28,732.75
2014	102-500731	Contracts for Program Svcs	\$0.00	\$28,732.75	\$28,732.75
		Sub Total	\$57,465.50	\$28,732.75	\$86,198.25
		Sub Total	\$57,465.50	\$28,732.75	\$86,198.25

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 44.31% Federal Funds; 55.69% General Funds**

Androscoggin Valley Home Care Services (Vendor #157347)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$237,138.48	\$0.00	\$237,138.48
2013	542-500384	Homemaker Services	\$237,138.48	\$0.00	\$237,138.48
2014	542-500384	Homemaker Services	\$0.00	\$234,452.88	\$234,452.88
		Sub Total	\$474,276.96	\$234,452.88	\$708,729.84
2012	543-500385	Adult In Home Care	\$499,220.82	\$0.00	\$499,220.82
2013	543-500385	Adult In Home Care	\$499,220.82	\$0.00	\$499,220.82
2014	543-500385	Adult In Home Care	\$0.00	\$436,347.64	\$436,347.64
		Sub Total	\$998,441.64	\$436,347.64	\$1,434,789.28
		Sub Total	\$1,472,718.60	\$670,800.52	\$2,143,519.12

Area Homecare and Family Services, Inc. (Vendor #166931)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$450,584.00	\$0.00	\$450,584.00
2013	542-500384	Homemaker Services	\$450,584.00	\$0.00	\$450,584.00
2014	542-500384	Homemaker Services	\$0.00	\$445,488.82	\$445,488.82
		Sub Total	\$901,168.00	\$445,488.82	\$1,346,656.82
2012	543-500385	Adult In Home Care	\$1,012,586.56	\$0.00	\$1,012,586.56
2013	543-500385	Adult In Home Care	\$1,012,586.56	\$0.00	\$1,012,586.56
2014	543-500385	Adult In Home Care	\$0.00	\$885,079.07	\$885,079.07
		Sub Total	\$2,025,173.12	\$885,079.07	\$2,910,252.19
		Sub Total	\$2,926,341.12	\$1,330,567.89	\$4,256,909.01

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

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$533,453.64	\$0.00	\$533,453.64
2013	544-500386	Meals Home Delivered	\$533,453.64	\$0.00	\$533,453.64
2014	544-500386	Meals Home Delivered	\$0.00	\$533,453.64	\$533,453.64
		Sub Total	\$1,066,907.28	\$533,453.64	\$1,600,360.92

Visiting Nurse Home Care & Hospice of Carroll County (Vendor #167159)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$112,854.88	\$0.00	\$112,854.88
2013	542-500384	Homemaker Services	\$112,854.88	\$0.00	\$112,854.88
2014	542-500384	Homemaker Services	\$0.00	\$111,579.22	\$111,579.22
		Sub Total	\$225,709.76	\$111,579.22	\$337,288.98
2012	543-500385	Adult In Home Care	\$147,359.00	\$0.00	\$147,359.00
2013	543-500385	Adult In Home Care	\$147,359.00	\$0.00	\$147,359.00
2014	543-500385	Adult In Home Care	\$0.00	\$128,794.50	\$128,794.50
		Sub Total	\$294,718.00	\$128,794.50	\$423,512.50
		Sub Total	\$520,427.76	\$240,373.72	\$760,801.48

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Child & Family Services of NH (Vendor #177166)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$452,269.96	\$0.00	\$452,269.96
2013	542-500384	Homemaker Services	\$452,269.96	\$0.00	\$452,269.96
2014	542-500384	Homemaker Services	\$0.00	\$515,008.56	\$515,008.56
		Sub Total	\$904,539.92	\$515,008.56	\$1,419,548.48
2012	543-500385	Adult In Home Care	\$535,244.47	\$0.00	\$535,244.47
2013	543-500385	Adult In Home Care	\$535,244.47	\$0.00	\$535,244.47
2014	543-500385	Adult In Home Care	\$0.00	\$523,424.53	\$523,424.53
		Sub Total	\$1,070,488.94	\$523,424.53	\$1,593,913.47
		Sub Total	\$1,975,028.86	\$1,038,433.09	\$3,013,461.95

Easter Seals New Hampshire, Inc. (Vendor #177204)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	566-500915	Adult Group Daycare	\$101,550.00	\$0.00	\$101,550.00
2013	566-500915	Adult Group Daycare	\$101,550.00	\$0.00	\$101,550.00
2014	566-500915	Adult Group Daycare	\$0.00	\$101,550.00	\$101,550.00
		Sub Total	\$203,100.00	\$101,550.00	\$304,650.00

Area Agency of Greater Nashua, Inc. dba Gateways Community Services (Vendor #155784)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	566-500915	Adult Group Daycare	\$54,160.00	\$0.00	\$54,160.00
2013	566-500915	Adult Group Daycare	\$54,160.00	\$0.00	\$54,160.00
2014	566-500915	Adult Group Daycare	\$0.00	\$54,160.00	\$54,160.00
		Sub Total	\$108,320.00	\$54,160.00	\$162,480.00

Gibson Center for Senior Services, Inc. (Vendor 155344)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$62,937.36	\$0.00	\$62,937.36
2013	544-500386	Meals Home Delivered	\$62,937.36	\$0.00	\$62,937.36
2014	544-500386	Meals Home Delivered	\$0.00	\$62,937.36	\$62,937.36
		Sub Total	\$125,874.72	\$62,937.36	\$188,812.08

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Grafton County Senior Citizen's Council, Inc. (Vendor #177675)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$52,675.06	\$0.00	\$52,675.06
2013	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
2014	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
		Sub Total	\$52,675.06	\$0.00	\$52,675.06
2012	543-500385	Adult In Home Care	\$233,045.95	\$0.00	\$233,045.95
2013	543-500385	Adult In Home Care	\$0.00	\$0.00	\$0.00
2014	543-500385	Adult In Home Care	\$0.00	\$0.00	\$0.00
		Sub Total	\$233,045.95	\$0.00	\$233,045.95
2012	544-500386	Meals Home Delivered	\$370,518.04	\$0.00	\$370,518.04
2013	544-500386	Meals Home Delivered	\$370,518.04	\$0.00	\$370,518.04
2014	544-500386	Meals Home Delivered	\$0.00	\$370,515.32	\$370,515.32
		Sub Total	\$741,036.08	\$370,515.32	\$1,111,551.40
		Sub Total	\$1,026,757.09	\$370,515.32	\$1,397,272.41

Lake Sunapee Community Health Services (Vendor #174248)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$31,779.60	\$0.00	\$31,779.60
2013	542-500384	Homemaker Services	\$31,779.60	\$0.00	\$31,779.60
2014	542-500384	Homemaker Services	\$0.00	\$31,414.06	\$31,414.06
		Sub Total	\$63,559.20	\$31,414.06	\$94,973.26

Newport Senior Center, Inc. (Vendor #177250)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$27,885.48	\$0.00	\$27,885.48
2013	542-500384	Homemaker Services	\$27,885.48	\$0.00	\$27,885.48
2014	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
		Sub Total	\$55,770.96	\$0.00	\$55,770.96
2012	544-500386	Meals Home Delivered	\$193,904.68	\$0.00	\$193,904.68
2013	544-500386	Meals Home Delivered	\$193,904.68	\$0.00	\$193,904.68
2014	544-500386	Meals Home Delivered	\$0.00	\$193,904.68	\$193,904.68
		Sub Total	\$387,809.36	\$193,904.68	\$581,714.04
		Sub Total	\$443,580.32	\$193,904.68	\$637,485.00

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

North Country Home Health and Hospice Agency, Inc. (Vendor #154643)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$14,547.00	\$0.00	\$14,547.00
2013	542-500384	Homemaker Services	\$22,007.00	\$0.00	\$22,007.00
2014	542-500384	Homemaker Services	\$0.00	\$21,753.36	\$21,753.36
		Sub Total	\$36,554.00	\$21,753.36	\$58,307.36
2012	543-500385	Adult In Home Care	\$7,380.00	\$0.00	\$7,380.00
2013	543-500385	Adult In Home Care	\$117,208.00	\$0.00	\$117,208.00
2014	543-500385	Adult In Home Care	\$0.00	\$102,438.92	\$102,438.92
		Sub Total	\$124,588.00	\$102,438.92	\$227,026.92
		Sub Total	\$161,142.00	\$124,192.28	\$285,334.28

Ossipee Concerned Citizens, Inc. (Vendor #170158)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$159,328.70	\$0.00	\$159,328.70
2013	544-500386	Meals Home Delivered	\$159,328.70	\$0.00	\$159,328.70
2014	544-500386	Meals Home Delivered	\$0.00	\$159,328.70	\$159,328.70
		Sub Total	\$318,657.40	\$159,328.70	\$477,986.10

CornerStone VNA (Vendor #230881)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$44,760.00	\$0.00	\$44,760.00
2013	542-500384	Homemaker Services	\$44,760.00	\$0.00	\$44,760.00
2014	542-500384	Homemaker Services	\$0.00	\$44,252.72	\$44,252.72
		Sub Total	\$89,520.00	\$44,252.72	\$133,772.72
2012	543-500385	Adult In Home Care	\$70,530.00	\$0.00	\$70,530.00
2013	543-500385	Adult In Home Care	\$70,530.00	\$0.00	\$70,530.00
2014	543-500385	Adult In Home Care	\$0.00	\$61,643.22	\$61,643.22
		Sub Total	\$141,060.00	\$61,643.22	\$202,703.22
2012	566-500915	Adult Group Daycare	\$20,310.00	\$0.00	\$20,310.00
2013	566-500915	Adult Group Daycare	\$8,124.00	\$0.00	\$8,124.00
2014	566-500915	Adult Group Daycare	\$0.00	\$0.00	\$0.00
		Sub Total	\$28,434.00	\$0.00	\$28,434.00
		Sub Total	\$259,014.00	\$105,895.94	\$364,909.94

Rockingham Nutrition & M-O-W Prog, Inc. (Vendor #155197)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$487,444.96	\$0.00	\$487,444.96
2013	544-500386	Meals Home Delivered	\$487,444.96	\$0.00	\$487,444.96
2014	544-500386	Meals Home Delivered	\$0.00	\$487,444.96	\$487,444.96
		Sub Total	\$974,889.92	\$487,444.96	\$1,462,334.88

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Somersworth Housing Authority (Vendor #154340)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$145,095.08	\$0.00	\$145,095.08
2013	544-500386	Meals Home Delivered	\$145,095.08	\$0.00	\$145,095.08
2014	544-500386	Meals Home Delivered	\$0.00	\$145,091.98	\$145,091.98
		Sub Total	\$290,190.16	\$145,091.98	\$435,282.14

St. Joseph Community Services, Inc. (Vendor #155093)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$462,281.48	\$0.00	\$462,281.48
2013	544-500386	Meals Home Delivered	\$462,281.48	\$0.00	\$462,281.48
2014	544-500386	Meals Home Delivered	\$0.00	\$462,281.48	\$462,281.48
		Sub Total	\$924,562.96	\$462,281.48	\$1,386,844.44

The Homemakers Health Services (Vendor #154849)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$268,560.00	\$0.00	\$268,560.00
2013	542-500384	Homemaker Services	\$268,560.00	\$0.00	\$268,560.00
2014	542-500384	Homemaker Services	\$0.00	\$265,523.78	\$265,523.78
		Sub Total	\$537,120.00	\$265,523.78	\$802,643.78
2012	543-500385	Adult In Home Care	\$464,182.70	\$0.00	\$464,182.70
2013	543-500385	Adult In Home Care	\$464,182.70	\$0.00	\$464,182.70
2014	543-500385	Adult In Home Care	\$0.00	\$405,732.72	\$405,732.72
		Sub Total	\$928,365.40	\$405,732.72	\$1,334,098.12
2012	566-500915	Adult Group Daycare	\$44,005.00	\$0.00	\$44,005.00
2013	566-500915	Adult Group Daycare	\$54,160.00	\$0.00	\$54,160.00
2014	566-500915	Adult Group Daycare	\$0.00	\$54,160.00	\$54,160.00
		Sub Total	\$98,165.00	\$54,160.00	\$152,325.00
		Sub Total	\$1,563,650.40	\$725,416.50	\$2,289,066.90

Tri County CAP (Vendor #177195)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$190,517.70	\$0.00	\$190,517.70
2013	544-500386	Meals Home Delivered	\$190,517.70	\$0.00	\$190,517.70
2014	544-500386	Meals Home Delivered	\$0.00	\$190,517.70	\$190,517.70
		Sub Total	\$381,035.40	\$190,517.70	\$571,553.10
2012	566-500915	Adult Group Daycare	\$30,465.00	\$0.00	\$30,465.00
2013	566-500915	Adult Group Daycare	\$30,465.00	\$0.00	\$30,465.00
2014	566-500915	Adult Group Daycare	\$0.00	\$30,465.00	\$30,465.00
		Sub Total	\$60,930.00	\$30,465.00	\$91,395.00
		Sub Total	\$441,965.40	\$220,982.70	\$662,948.10

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Valley Regional Healthcare (Vendor #177158)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$116,428.22	\$0.00	\$116,428.22
2013	542-500384	Homemaker Services	\$116,428.22	\$0.00	\$116,428.22
2014	542-500384	Homemaker Services	\$0.00	\$115,107.80	\$115,107.80
		Sub Total	\$232,856.44	\$115,107.80	\$347,964.24
2012	543-500385	Adult In Home Care	\$258,912.36	\$0.00	\$258,912.36
2013	543-500385	Adult In Home Care	\$258,912.36	\$0.00	\$258,912.36
2014	543-500385	Adult In Home Care	\$0.00	\$226,288.21	\$226,288.21
		Sub Total	\$517,824.72	\$226,288.21	\$744,112.93
2012	566-500915	Adult Group Daycare	\$8,124.00	\$0.00	\$8,124.00
2013	566-500915	Adult Group Daycare	\$8,124.00	\$0.00	\$8,124.00
2014	566-500915	Adult Group Daycare	\$0.00	\$8,124.00	\$8,124.00
		Sub Total	\$16,248.00	\$8,124.00	\$24,372.00
		Sub Total	\$766,929.16	\$349,520.01	\$1,116,449.17

VNA at HCS, Inc. (Vendor #177274)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$226,895.90	\$0.00	\$226,895.90
2013	542-500384	Homemaker Services	\$226,895.90	\$0.00	\$226,895.90
2014	542-500384	Homemaker Services	\$0.00	\$224,329.66	\$224,329.66
		Sub Total	\$453,791.80	\$224,329.66	\$678,121.46
2012	543-500385	Adult In Home Care	\$700,365.65	\$0.00	\$700,365.65
2013	543-500385	Adult In Home Care	\$700,365.65	\$0.00	\$700,365.65
2014	543-500385	Adult In Home Care	\$0.00	\$612,167.56	\$612,167.56
		Sub Total	\$1,400,731.30	\$612,167.56	\$2,012,898.86
2012	544-500386	Meals Home Delivered	\$252,511.34	\$0.00	\$252,511.34
2013	544-500386	Meals Home Delivered	\$252,511.34	\$0.00	\$252,511.34
2014	544-500386	Meals Home Delivered	\$0.00	\$252,508.76	\$252,508.76
		Sub Total	\$505,022.68	\$252,508.76	\$757,531.44
2012	566-500915	Adult Group Daycare	\$67,700.00	\$0.00	\$67,700.00
2013	566-500915	Adult Group Daycare	\$67,700.00	\$0.00	\$67,700.00
2014	566-500915	Adult Group Daycare	\$0.00	\$67,700.00	\$67,700.00
		Sub Total	\$135,400.00	\$67,700.00	\$203,100.00
		Sub Total	\$2,494,945.78	\$1,156,705.98	\$3,651,651.76

Franklin VNA and Hospice (Vendor #154177)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$53,838.82	\$0.00	\$53,838.82
2013	542-500384	Homemaker Services	\$53,838.82	\$0.00	\$53,838.82
2014	542-500384	Homemaker Services	\$0.00	\$53,227.10	\$53,227.10
		Sub Total	\$107,677.64	\$53,227.10	\$160,904.74

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Lakes Region Community Services Council (Vendor #177251)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Amount	Total Amount
2012	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
2013	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
2014	542-500384	Homemaker Services	\$0.00	\$103,708.92	\$103,708.92
		Sub Total	\$0.00	\$103,708.92	\$103,708.92
2012	543-500385	Adult In Home Care	\$0.00	\$0.00	\$0.00
2013	543-500385	Adult In Home Care	\$0.00	\$0.00	\$0.00
2014	543-500385	Adult In Home Care	\$0.00	\$532,408.34	\$532,408.34
		Sub Total	\$0.00	\$532,408.34	\$532,408.34
		Sub Total	\$0.00	\$636,117.26	\$636,117.26
		Sub Total	\$18,236,239.77	\$9,254,315.17	\$27,490,554.94
		GRAND TOTAL	\$34,456,521.39	\$16,604,214.77	\$51,060,736.16

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, Inc.**

This first Amendment to the Nutrition services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Wakefield Resource Center, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 254 Main Street, Union, NH 03887.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011; the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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 as follows:

- 1) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$44,722.30.

- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."

 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials:

Date:

DJ
6/27/2013

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

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Contractor's Initials: DJ

Date: 6/27/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, Inc.



This Amendment shall be effective upon the date of Governor and Executive 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

10 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Greater Wakefield Resource Center, Inc.

June 7, 2013
Date

Debra Joyce
NAME Debra Joyce
TITLE Chairman of the Board

Acknowledgement:
State of NH, County of CARROLL on June 7, 2013,
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above. Debra Joyce only
Signature of Notary Public or Justice of the Peace

Antoinette A. Bodah
Name and Title of Notary or Justice of the Peace

ANTOINETTE A. BODAH, Notary Public
My Commission Expires 9-23-2014

Contractor's Initials: DJ
Date: 6/7/2013

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

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**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table				
Service	SFY 2014	Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIC				
Nutrition Services: Congregate Meals		Per meal	\$4.90	2,727

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement. The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.

5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: 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.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals 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.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials: DJ
Date: 6/7/2013

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) 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.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a 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.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: 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 Contract 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.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

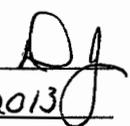
DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials: 
Date: 6/7/2013

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

Contractor Initials: LOJ
 Date: 6/7/2013

- 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

Contractor Initials: D.J.
Date: 6/7/2013

(5) **Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Department of Health & Human Services
The State Agency Name

Greater Wakefield Resource Center

Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Debra Joyce
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Debra Joyce
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Chairman of the Board
Title of Authorized Representative

10 June 2013
Date

June 7, 2013
Date

Contractor Initials: *DJ*
Date: *6/7/2013*

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

Of GWRC Board of Directors of The Greater Wakefield Resource Center
(Name of Governing Board) (Name of Corporation)

On June 7, 2013 which was duly called at which a quorum was

Present:

“On motion duly made and seconded, it was voted to authorize

Chairperson, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that (Name of corporate official signing the acceptance or contract)

Debra Joyce is the duly elected (Title) Chairperson of this corporation and is still qualified and serving in such capacity.

6/14/2013
(Date)


Deborah Gauthier, Secretary

(Imprint seal of corporation. If none, write: “No corporate seal.”)

STATE OF NEW HAMPSHIRE

COUNTY OF Carroll

On June 14, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that S he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Notary Public/~~Justice of the Peace~~

My commission expires: 9-23-2014

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER WAKEFIELD RESOURCE CENTER, INC. is a New Hampshire nonprofit corporation formed October 31, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2013

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 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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.com	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Greater Wakefield Resource Center PO Box 96 254 Main Street Union NH 03887	INSURER A: Great American Ins Group	
	INSURER B: First Comp	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 13

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MAC2246687-03	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTIONS					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0097474-04	10/18/2012	10/18/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH Contracts & Procurement DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE F Kenneally/FAIRLE <i>Fairley Kenneally</i>

ACORD 25 (2010/05)

INS025 (201005).01

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4680 1-800-351-1888
 Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
 Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Greater Wakefield Resource Center, Inc., Union, New Hampshire (Vendor #158408) to provide Congregate Meals, in an amount not to exceed \$31,360.00 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

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

Fiscal Year	Class/Object	Class Title	Amounts
2012	541-500383	Meals-Home Delivered/Congregate	\$15,680.00
2013	541-500383	Meals-Home Delivered/Congregate	\$15,680.00
Total			\$31,360.00

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Congregate Meals will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Congregate Meals to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% General Funds.

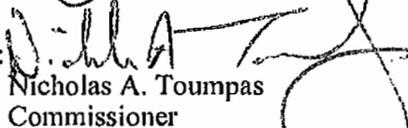
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Lake Sunapee Community Health Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Lake Sunapee Community Health Services**

This first Amendment to the Homemaker services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lake Sunapee Community Health Services, (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 107 Newport Road, New London, NH 03257.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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 as follows:

- 1) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$165,097.26.

- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."

 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials: S
Date: 6-14-13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Lake Sunapee Community Health Services**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

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Contractor's Initials: SF
Date: 6-14-10

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Lake Sunapee Community Health Services



This Amendment shall be effective upon the date of Governor and Executive 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

13 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Lake Sunapee Community Health Services

6-14-13
Date

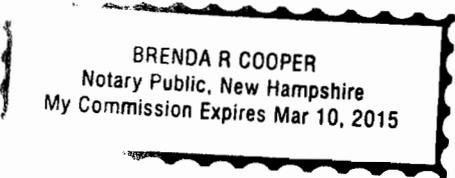
[Signature]
NAME SCOTT FABRY, RN
TITLE PRESIDENT & CEO

Acknowledgement:

State of NH, County of Herrick on June 14, 2013
before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace



Contractor's Initials: SC
Date: 6-14-13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Lake Sunapee Community Health Services



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

OFFICE OF THE ATTORNEY GENERAL

19 JUN. 2013
Date

Janet P. Herick
Name: Janet P. Herick
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:

Contractor's Initials: SC
Date: 6-14-13

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Homemaker	Per half hour	\$7.46	2,900
Funding: Title XX			
Homemaker	Per half hour	\$7.46	4,211

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement. The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.

5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title III B for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: 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.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals 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.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) 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.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a 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.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: 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 Contract 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.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, 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 Agency Name

LAKE SUNAPEE COMMUNITY HEALTH SERVICES

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative



Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

SCOTT FABRY, MD

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

PRESIDENT & CEO

Title of Authorized Representative

18 June 2013

Date

6/19/13

Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Trustees of Lake Sunapee Community Health Services
(Name of Governing Board) (Name of Corporation)

on May 24th, 2011 which was duly called at which a quorum was present:

“On motion duly made and seconded, it was voted to authorize

the Scott Fabry, President & CEO, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that (Name of corporate official signing the acceptance or contract) SCOTT FABRY is the duly elected (Title) President & CEO of this corporation and is still qualified and serving in such capacity.

June 14, 2013
(Date)

Debra W. Johnson
Secretary

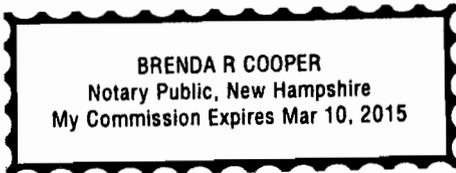
(Imprint seal of corporation. If none, write: “No corporate seal.”)

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On June 14th, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that _____ he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



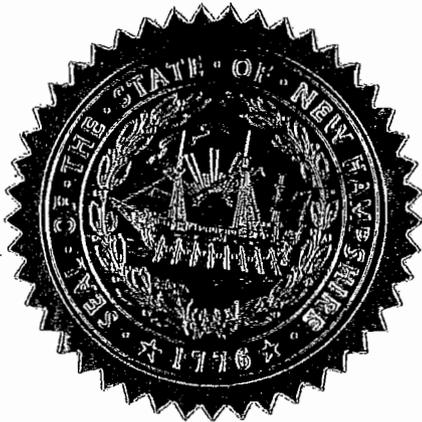
[Signature]
Notary Public/Justice of the Peace

My commission expires: 3-10-15

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE SUNAPEE COMMUNITY HEALTH SERVICES is a New Hampshire nonprofit corporation formed February 1, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4680 1-800-351-1888
 Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Lake Sunapee Community Health Services, New London, New Hampshire (Vendor #174248) to provide Homemaker services, in an amount not to exceed \$112,049.20, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

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

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$24,245.00
2013	540-500382	Social Services	\$24,245.00
Subtotal			\$48,490.00

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

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$31,779.60
2013	542-500384	Homemaker	\$31,779.60
Sub-Total			\$63,559.20

Total			\$112,049.20
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EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Homemaker services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Homemaker services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

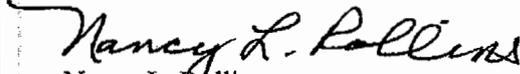
Area served: See attached list of towns/cities served.

Sources of Funds: 52.26% Federal (Administration on Aging and Social Services Block Grant) and 47.74% General Funds.

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

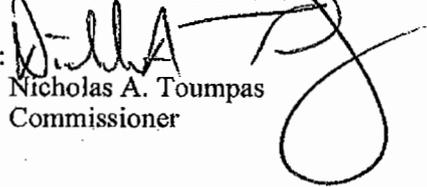
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for North Conway Community Center**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for North Conway Community Center**

This first Amendment to the Transportation services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Conway Community Center, (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 2628 White Mountain Highway, North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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 as follows:

- 1) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$43,530.52.

- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."

 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials: RMS
Date: 6/10/13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for North Conway Community Center**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

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Contractor's Initials: CHS
Date: 4/10/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for North Conway Community Center



This Amendment shall be effective upon the date of Governor and Executive 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

19 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

North Conway Community Center

6/10/13
Date

[Signature]
~~NAME~~ ~~TITLE~~
Fyar Sommer Executive Director

Acknowledgement:

State of NH, County of Carroll on 6/10/13,
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

CINDI L. SAVARD, Notary Public
My Commission Expires August 19, 2014

Contractor's Initials: MS
Date: 6/10/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for North Conway Community Center



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

OFFICE OF THE ATTORNEY GENERAL

21 Jun. 2013
Date

Jeanne P. Herrick
Name: Jeanne P. Herrick
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:

Contractor's Initials: RAH
Date: 6/10/13

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
 - 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table				
Service	SFY 2014	Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB				
Transportation- Mileage Reimbursement		Per miles	\$.41	33,030

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement. The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment

Contractor's Initials: *DAS*
Date: *6/10/13*

approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.

6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: 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.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals 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.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) 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.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a 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.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: 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 Contract 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.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials: PMJ
Date: 6/10/13

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Department of Health & Human Services
The State Agency Name

North Conway Community Center
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Ryan Sommer
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

19 June 2013
Date

6/10/13
Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Directors
(Name of Governing Board)

of North Conway Community Center
(Name of Corporation)

on May 22nd, 2013 which was duly called at which a quorum was present:

“On motion duly made and seconded, it was voted to authorize

the Executive Director Ryan Sommer to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that (Name of corporate official signing the acceptance or contract) Ryan Sommer is the duly elected (Title) Executive Director of this corporation and is still qualified and serving in such capacity.

6/10/13
(Date)

Monica Belcher
Secretary

(Imprint seal of corporation. If none, write: “No corporate seal.”)

STATE OF NEW HAMPSHIRE
COUNTY OF Carroll

On June 10th, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that _____ he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

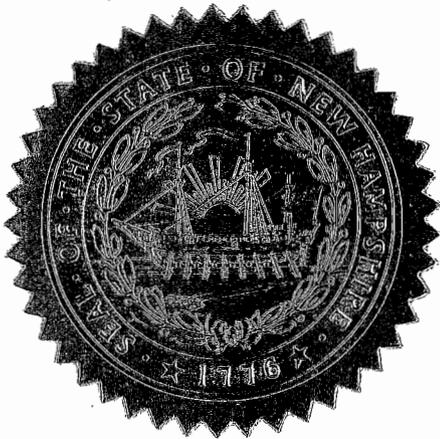
My commission expires:

CINDI L. SAVARD, Notary Public
My Commission Expires August 19, 2014

State of New Hampshire Department of State

CERTIFICATE

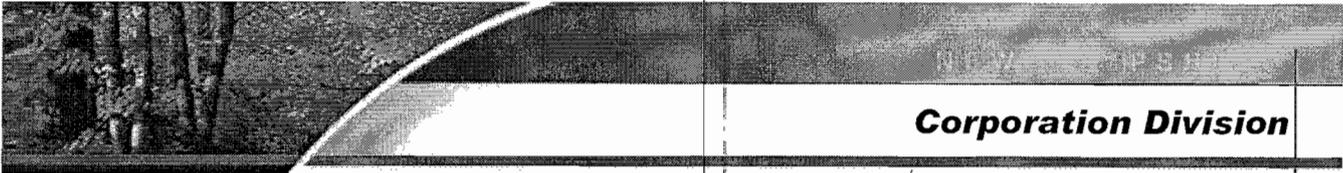
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH CONWAY COMMUNITY CENTER is a New Hampshire nonprofit corporation formed November 10, 1948. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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 February A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Date: 6/19/2013 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
NORTH CONWAY COMMUNITY CENTER	Legal

Non-Profit Corporation - Domestic - Information

Business ID: 66432
Status: Good Standing
Entity Creation Date: 11/10/1948
Principal Office Address: 2628 White Mountain Highway
 North Conway NH 03860
Principal Mailing Address: POB 487
 NO. CONWAY NH 03860
Expiration Date: Perpetual
Last Annual Report Filed Date: 1/30/1995
Last Annual Report Filed: 2011

Registered Agent

Agent Name:
Office Address: No Address
Mailing Address: No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



North Conway Community Center

A non-profit organization serving the community since 1948

June 17, 2013

I am requesting a fax copy of our Expedited Certificate of Good Standing from the State of New Hampshire for the **North Conway Community Center**.

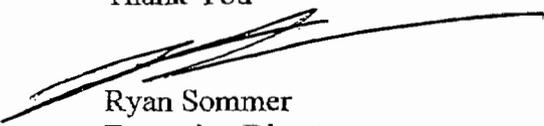
Our mailing address is

North Conway Community Center
PO Box 487
North Conway, NH 03860

Phone # 356-2096
Fax # 356-2096

If you have any questions please call.

Thank You



Ryan Sommer
Executive Director

0 DESIRE WALLET OR DUPLICATE SAFETY PAPER

NORTH CONWAY COMMUNITY CENTER
MUD BOWL
 P.O. BOX 497
 NORTH CONWAY, NH 03860

54-716
 114
 9241367396

DATE 6/17/13 2064

PAY TO THE ORDER OF Secretary of State \$ 5.00

Five and 00/100 DOLLARS

TD Banknorth

MEMO _____

⑆011400071⑆ 9241367396⑆ 2064

MP



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4680 1-800-351-1888
 Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
 Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with North Conway Community Center, North Conway, New Hampshire (Vendor #154150) to provide Transportation services, in an amount not to exceed \$29,988.22, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

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

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$14,994.11
2013	512-500352	Transportation	\$14,994.11
Total			\$29,988.22

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

His Excellency, Governor John H. Lynch
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Page 2

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Transportation services to eligible individuals in the catchment area identified in this contract will receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

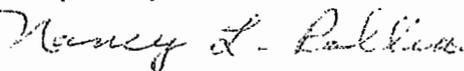
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 57.60% Federal (Administration on Aging and Social Services Block Grant) and 42.40% General Funds.

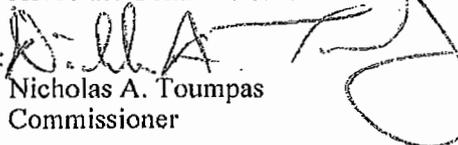
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for The Visiting Nurse Association of Franklin**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for The Visiting Nurse Association of Franklin**

This first Amendment to the Homemaker services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Visiting Nurse Association of Franklin, (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 75 Chestnut Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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 as follows:

- 1) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$179,547.28.

- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."

 - b) Delete and replace Section II Other Terms and Conditions.

Contractor Initials: *JW*
Date: *6/17/2013*

State of New Hampshire
Department of Health and Human Services
Amendment #1 for The Visiting Nurse Association of Franklin



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #3:

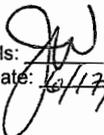
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence; and
 - b) Add Paragraph #4:

3. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:

10. Audit: Contractor shall submit an annual audit to the Department within 9 months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

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Contractor Initials: 
Date: 6/17/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for The Visiting Nurse Association of Franklin



This Amendment shall be effective upon the date of Governor and Executive 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

19 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

The Visiting Nurse Association of Franklin

June 17, 2013
Date

Jane White
NAME Jane White
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on June 17, 2013,
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Maureen E. Gray, BUSINESS MANAGER
Name and Title of Notary or Justice of the Peace 3/30/16

Contractor Initials: JW
Date: 6/17/2013

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Homemaker	Per half hour	\$7.46	771
Funding: Title XX			
Homemaker	Per half hour	\$7.46	7,135

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement. The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.

5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: 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.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals 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.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) 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.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a 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.

15. Prior Approval and Copyright Ownership:
All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: 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 Contract 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.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials: *JK*
Date: 6/17/2013

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(I) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

Contractor Initials:
Date: 6/17/2013

(5) **Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Department of Health & Human Services

The State Agency Name

Visiting Nurse Association of Franklin
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Jane White
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Jane White
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

19 June 2013
Date

June 17, 2013
Date

Contractor Initials: JW
Date: 6/17/2013

Visiting Nurse Association of Franklin
ABSTRACT OF CORPORATE MINUTES

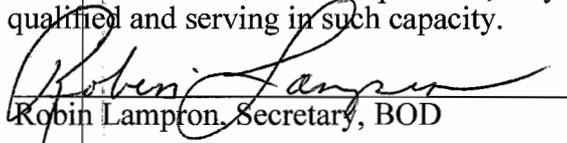
The following is a true abstract from minutes of meeting of the Board of Directors Visiting Nurse Association of Franklin on May 28, 2013 which was duly called at which a quorum was present:

“On motion duly made and seconded, it was voted to authorize the Executive Director to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Jane E. White is the Executive Director of this corporation, duly appointed by the Board of Directors, and is still qualified and serving in such capacity.

June 17, 2013
(Date)


Robin Lampron, Secretary, BOD

(Imprint seal of corporation. If none, write: “No corporate seal.”

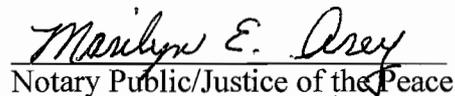
No corporate seal.

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On ^{17 MA 6/19/13} ~~June 14~~, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

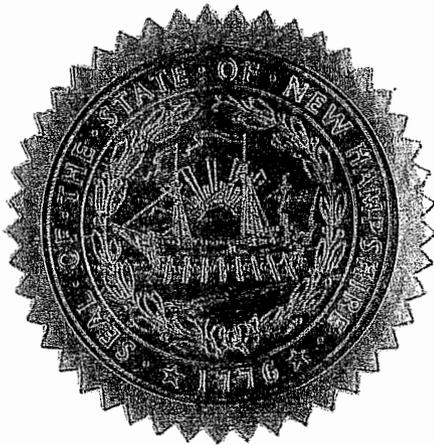

Notary Public/Justice of the Peace

My commission expires: 3/30/16

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE VISITING NURSE ASSOCIATION OF FRANKLIN is a New Hampshire nonprofit corporation formed November 13, 1944. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2013

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2013

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 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 Infantine Insurance P. O. Box 5125 Manchester NH 03108	CONTACT NAME: Gail Shaw, AAI
	PHONE (A/C No. Ext): (603) 669-0704 FAX (A/C No): E-MAIL ADDRESS: gshaw@infantine.com
INSURED Visiting Nurse Association of Franklin DBA Franklin VNA & Hospice 75 Chestnut Street Franklin NH 03235	INSURER(S) AFFORDING COVERAGE INSURER A: American Alternative Ins. Co.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2013 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 INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			3054896	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP A99 \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			3054896	1/1/2013	1/1/2014	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 OCCUR CLAIMS-MADE DED RETENTION \$			5350617	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			W/C STATUTORY LIMITS QTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Various work throughout the policy term.

CERTIFICATE HOLDER

Catherine.a.cormier@dhhs.s

DHHS State of New Hampshire
Att: Catherine A. Cormier
129 Pleasant St.
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

Chuck Hamlin/GS5



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4680 1-800-351-1888
 Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
 Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with the Visiting Nurse Association of Franklin, Franklin, New Hampshire (Vendor #154177) to provide Homemaker services, in an amount not to exceed \$120,568.52 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

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

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$6,445.44
2013	540-500382	Social Services	\$6,445.44
Sub-Total			\$12,890.88

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

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$53,838.82
2013	542-500384	Homemaker	\$53,838.82
Sub-Total			\$107,677.64

Total			\$120,568.52
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EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Homemaker services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Homemaker services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

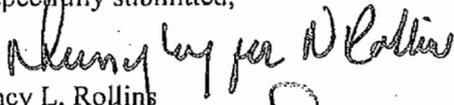
Area served: See attached list of towns/cities served.

Sources of Funds: 49.18% Federal (Administration on Aging and Social Services Block Grant) and 50.82% General Funds.

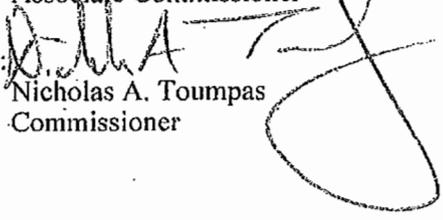
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner