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

**BUREAU OF ELDERLY & ADULT SERVICES**

**Jeffrey A. Meyers**  
Commissioner

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**Christine L. Santaniello**  
Director

January 11, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

<b>Vendor</b>	<b>Vendor Code</b>	<b>Location</b>	<b>Amount</b>
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

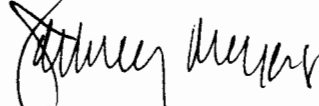
Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

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

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		<b>\$87,880.90</b>	<b>\$42,703.84</b>	<b>\$130,584.74</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		<b>\$615,227.60</b>	<b>\$298,899.46</b>	<b>\$914,127.06</b>
		<b>Total</b>		<b>\$703,108.50</b>	<b>\$341,603.30</b>	<b>\$1,044,711.80</b>

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		<b>\$114,404.36</b>	<b>\$55,581.48</b>	<b>\$169,985.84</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		<b>\$2,542,771.50</b>	<b>\$1,235,357.90</b>	<b>\$3,778,129.40</b>
		<b>Total</b>		<b>\$2,657,175.86</b>	<b>\$1,290,939.38</b>	<b>\$3,948,115.24</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		<b>\$267,480.08</b>	<b>\$129,931.24</b>	<b>\$397,411.32</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		<b>\$2,066,999.96</b>	<b>\$1,004,203.76</b>	<b>\$3,071,203.72</b>
		<b>Total</b>		<b>\$2,334,480.04</b>	<b>\$1,134,135.00</b>	<b>\$3,468,615.04</b>

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		<b>\$5,237.50</b>	<b>\$2,538.64</b>	<b>\$7,776.14</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		<b>\$213,384.92</b>	<b>\$103,669.56</b>	<b>\$317,054.48</b>
		<b>Total</b>		<b>\$218,622.42</b>	<b>\$106,208.20</b>	<b>\$324,830.62</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		<b>\$11,304.40</b>	<b>\$5,484.94</b>	<b>\$16,789.34</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		<b>\$103,780.14</b>	<b>\$50,412.76</b>	<b>\$154,192.90</b>
		<b>Total</b>		<b>\$115,084.54</b>	<b>\$55,897.70</b>	<b>\$170,982.24</b>

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		<b>\$115,434.46</b>	<b>\$56,071.98</b>	<b>\$171,506.44</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		<b>\$1,353,261.22</b>	<b>\$657,453.86</b>	<b>\$2,010,715.08</b>
		<b>Total</b>		<b>\$1,468,695.68</b>	<b>\$713,525.84</b>	<b>\$2,182,221.52</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		<b>\$31,927.72</b>	<b>\$15,508.36</b>	<b>\$47,436.08</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		<b>\$245,784.48</b>	<b>\$119,396.12</b>	<b>\$365,180.60</b>
		<b>Total</b>		<b>\$277,712.20</b>	<b>\$134,904.48</b>	<b>\$412,616.68</b>

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		<b>\$132,399.54</b>	<b>\$64,346.58</b>	<b>\$196,746.12</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		<b>\$410,138.96</b>	<b>\$199,259.28</b>	<b>\$609,398.24</b>
		<b>Total</b>		<b>\$542,538.50</b>	<b>\$263,605.86</b>	<b>\$806,144.36</b>



**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		<b>\$442,961.91</b>	<b>\$215,247.76</b>	<b>\$658,209.67</b>

**VNA at HCS (Vendor Code 177274)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		<b>\$1,529,147.80</b>	<b>\$742,898.46</b>	<b>\$2,272,046.26</b>

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Androscoggin Valley Home Care Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 795 Main Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation and Add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$341,603.30 from \$703,108.50 to read: \$1,044,711.80.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1



**New Hampshire Department of Health and Human Services**  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Androscoggin Valley Home Care Services

12/28/17  
Date

Karen Eichler  
Name: Karen Eichler  
Title: Secretary/Treasurer

Acknowledgement of Contractor's signature:

State of NH, County of Cook on 12/28/17, before the undersigned officer, personally appeared the person identified directly 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.

Rouline Y. Tibbitts  
Signature of Notary Public or Justice of the Peace

Rouline Y. Tibbitts  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 03/22/2022

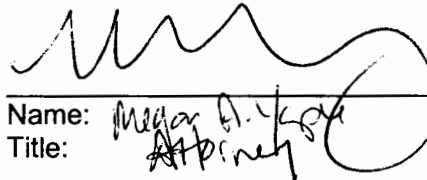


**New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 1/19/17

  
Name: William A. Lopez  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit B-1 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	18,349	\$9.58
In Home Care Services (Title III)	1/2 Hour	1,137	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,000	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	70	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$175,783.42
			\$10,892.46
			\$12,500.00
			\$1,715.00

07/01/2017 through 06/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	36,697	\$10.06
In Home Care Services (Title III)	1/2 Hour	2,274	\$10.06
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,000	\$13.13
In Home Nursing Level of Care Services (Title III)	1/2 Hour	140	\$25.73
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$369,171.82
			\$22,876.44
			\$26,260.00
			\$3,602.20

07/01/2018 through 06/30/2019 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	36,697	\$10.06
In Home Care Services (Title III)	1/2 Hour	2,274	\$10.06
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,000	\$13.13
In Home Nursing Level of Care Services (Title III)	1/2 Hour	140	\$25.73
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$369,171.82
			\$22,876.44
			\$26,260.00
			\$3,602.20



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
- 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Karen Eichler, Secretary Treasurer, A.V. Home Care Services  
Name, Title, and Agency Name

Karen Eichler  
Signature

12/28/17  
Date



# CERTIFICATE OF VOTE

I, Laurie Bryant, do hereby certify that:

1. I am a duly elected Officer of ANDROSCOGGIN VALLEY HOME CARE SERVICES
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on January 3, 2018.

**RESOLVED:** That the Secretary Treasurer of the Board of Directors is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3rd day of January, 2018.
4. Karen Eichler is the duly elected Secretary Treasurer of the Board of Directors of the Agency.

Laurie Bryant  
Laurie Bryant, Vice Chairperson

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 3rd day of January, 2018

By Laurie Bryant

Pauline Tibbetts  
Pauline Tibbetts, Notary Public

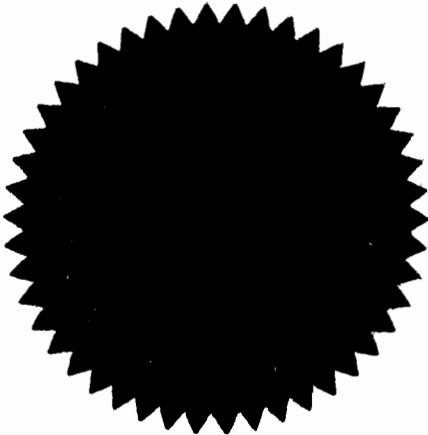
(NOTARY SEAL)

Commission Expires: 03/22/2022

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 ANDROSCOGGIN VALLEY HOME CARE SERVICES is a New Hampshire nonprofit corporation formed June 24, 1982. 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 29<sup>th</sup> day of August A.D. 2016

William M. Gardner  
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: USI Insurance Services LLC, PHONE: 855 874-0123, FAX: (A/C, No):, E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. (NAIC # 18058), INSURER B: Technology Insurance Company, Inc. (NAIC # 42376), INSURER C: , INSURER D: , INSURER E: , INSURER F: . INSURED: Androscoggin Valley Home Care Services, 795 Main Street, Berlin, NH 03570.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Crime.

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

\*\*\*Workers Compensation\*\*\* 3.A. NH

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: State of NH, Department of Health & Human Services, 129 Pleasant St, Concord, NH 03301-3857. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

# A. V. Home Care Services

795 Main Street • Berlin, NH • 03570 • (603)752-7505 • [www.avhomecare.org](http://www.avhomecare.org)

## Mission Statement

A. V. Home Care Services

"The mission of Androscoggin Valley Home Care Services is to responsibly provide the best personal care, homemaking and respite possible according to each client's needs."

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**

**Financial Statements**

**June 30, 2017 and 2016**

**and**

**Independent Auditor's Report**

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**

**FINANCIAL STATEMENTS**

**June 30, 2017 and 2016**

**TABLE OF CONTENTS**

	<u>Page(s)</u>
INDEPENDENT AUDITOR'S REPORT	1-2
<b>FINANCIAL STATEMENTS</b>	
Statements of Financial Position	3
Statements of Activities	4
Statements of Cash Flows	5
NOTES TO FINANCIAL STATEMENTS	6-9
<b>SUPPLEMENTAL SCHEDULE</b>	
Schedule of Functional Expenses	10

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Androscoggin Valley Home Care Services

We have audited the accompanying financial statements of the Androscoggin Valley Home Care Services (a non-profit organization) which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

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

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

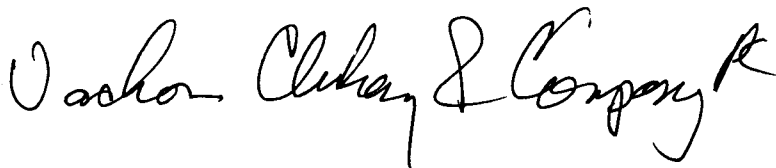
### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Androscoggin Valley Home Care Services as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

***Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

A handwritten signature in black ink that reads "Washburn Clark & Company PC". The signature is written in a cursive, flowing style.

Manchester, New Hampshire  
October 23, 2017



**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF FINANCIAL POSITION**  
**June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 235,966	\$ 243,423
Accounts receivable	69,886	61,963
Prepaid expenses	<u>6,509</u>	<u>8,705</u>
<b>TOTAL CURRENT ASSETS</b>	<u><b>312,361</b></u>	<u><b>314,091</b></u>
<b>PROPERTY AND EQUIPMENT AT COST:</b>		
Land	15,000	15,000
Building and improvements	229,603	228,275
Equipment	53,160	53,160
Furniture and fixtures	<u>27,424</u>	<u>27,424</u>
	325,187	323,859
Less accumulated depreciation	<u>214,831</u>	<u>201,702</u>
<b>Property and equipment-net</b>	<u><b>110,356</b></u>	<u><b>122,157</b></u>
<b>OTHER ASSETS:</b>		
Investment in North Country Consortium	<u>128</u>	<u>128</u>
<b>TOTAL OTHER ASSETS</b>	<u><b>128</b></u>	<u><b>128</b></u>
<b>TOTAL ASSETS</b>	<u><b>\$ 422,845</b></u>	<u><b>\$ 436,376</b></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 3,273	\$ 4,040
Accrued expenses	28,115	22,337
Rental security deposit	<u>575</u>	<u></u>
<b>TOTAL CURRENT LIABILITIES</b>	<u><b>31,963</b></u>	<u><b>26,377</b></u>
<b>NET ASSETS:</b>		
Unrestricted:		
Undesignated	292,250	311,367
Designated by the governing board for restricted purposes	<u>98,632</u>	<u>98,632</u>
<b>TOTAL NET ASSETS</b>	<u><b>390,882</b></u>	<u><b>409,999</b></u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><b>\$ 422,845</b></u>	<u><b>\$ 436,376</b></u>

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF ACTIVITIES**  
**For the Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS:</b>		
Fees and grants from governmental agencies	\$ 498,888	\$ 510,644
Charges for services	149,065	174,286
Contributions	46,900	74,694
Grants		20,000
Rental income	1,723	
Other	3,751	6,974
Town of Gorham contribution	11,004	13,655
City of Berlin contribution	8,774	8,774
United Way	837	1,197
<b>TOTAL UNRESTRICTED REVENUES AND GAINS</b>	<u>720,942</u>	<u>810,224</u>
<b>EXPENSES:</b>		
Programs:		
Homemaker	225,689	279,506
Health Aide	156,156	224,913
Home Community Based Care	<u>101,873</u>	<u>58,298</u>
Total program expenses	483,718	562,717
Management and general	<u>256,341</u>	<u>295,672</u>
<b>TOTAL EXPENSES</b>	<u>740,059</u>	<u>858,389</u>
 (DECREASE) IN UNRESTRICTED NET ASSETS	 (19,117)	 (48,165)
 NET ASSETS, July 1	 <u>409,999</u>	 <u>458,164</u>
 NET ASSETS, June 30	 <u>\$ 390,882</u>	 <u>\$ 409,999</u>

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF CASH FLOWS**  
**For the Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Cash received from clients and third-party reimbursements	\$ 639,192	\$ 702,712
Cash received from contributors	46,900	74,694
Cash received from United Way	837	1,197
Cash received from local governments	18,458	22,565
Investment income	620	1,292
Foundation grants	-	20,000
Other receipts	3,429	5,682
Cash paid to employees	(540,302)	(608,539)
Cash paid to suppliers	<u>(175,263)</u>	<u>(234,790)</u>
Net Cash (Used) by Operating Activities	<u>(6,129)</u>	<u>(15,187)</u>
Cash Flows From Investing Activities:		
Purchase of equipment	<u>(1,328)</u>	<u>(2,205)</u>
Net Cash (Used) by Investing Activities	<u>(1,328)</u>	<u>(2,205)</u>
Net (Decrease) in Cash	(7,457)	(17,392)
Cash at beginning of year	<u>243,423</u>	<u>260,815</u>
Cash at end of year	<u>\$ 235,966</u>	<u>\$ 243,423</u>
Reconciliation of (Decrease) in Unrestricted Net Assets to Net Cash (Used) by Operating Activities:		
(Decrease) in Unrestricted Net Assets	\$ (19,117)	\$ (48,165)
Adjustments to Reconcile (Decreases) in Unrestricted Net Assets to Net Cash (Used) by Operating Activities:		
Depreciation	13,129	13,240
Bad debts	2,158	-
(Increase) Decrease in accounts receivable	(10,081)	17,918
(Increase) Decrease in prepaid expenses	2,196	(1,651)
Increase (Decrease) in accounts payable	(767)	189
Increase in accrued expenses	5,778	3,282
Increase in security deposit	<u>575</u>	<u>-</u>
Net Cash (Used) by Operating Activities	<u>\$ (6,129)</u>	<u>\$ (15,187)</u>
In-Kind contribution for Professional Services	<u>\$ 2,000</u>	

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS  
For the Years Ended June 30, 2017 and 2016**

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization and Purpose**

Androscoggin Valley Home Care Services (the “Organization”) was organized as a nonprofit organization and was incorporated on May 12, 1992. The Organization provides health aide and homemaker services to clients of Social Service agencies and to the general public in the City of Berlin, New Hampshire and surrounding areas of Coos County, New Hampshire.

The accounting policies of Androscoggin Valley Home Care Services conform to accounting principles generally accepted in the United States of America as applicable to nonprofit organizations except as indicated hereafter. The following is a summary of significant accounting policies.

**Basis of Presentation**

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Organizations included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

**Pervasiveness of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant estimates include the allocation of indirect expenses of programs and supporting services, which are allocated on the schedule of functional expenses based on percentage allocations determined by management.

**Basis of Accounting**

The financial statements have been prepared using the accrual basis of accounting.

Revenues from program services are recorded when earned or received on a cost-reimbursement basis. Other miscellaneous revenues are recorded upon receipt.

**Contributions**

Contributions received by the Organization are recorded as unrestricted, temporarily restricted or permanently restricted support depending upon the existence and/or nature of any donor restrictions.

**Accrued Vacation**

Full-time personnel accrue paid vacation at the rate of 10-15 working days per year. Part-time employees earn vacation time on a pro-rata basis.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2017 and 2016**

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Property and Equipment**

Property and equipment are stated at cost or estimated fair market value for donated assets. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations currently for expenditures, which do not extend the lives of related assets. The provision for depreciation is determined by the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Building and improvements	5 - 39
Equipment	3 - 10
Furniture and fixtures	5 - 10

**Bad Debts**

The Organization uses the direct write off method for accounting for bad debts. Bad debt expenses for the years ended June 30, 2017 and 2016 are \$2,158 for 2017 and \$ -0- for 2016.

**Income Taxes**

The Organization has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Organization is not subject to state income taxes.

On July 13, 2006, the FASB issued *Accounting for Uncertainty in Income Taxes – an Interpretation of FASB Codification (ASC) 740*, which changes the way that the Organization will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Organization should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Organization's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization is subject to unrelated business income taxes (UBI) on its rental income, net of related expenses. The Organization did not have any unrecognized tax benefits for the years ended June 30, 2016, 2015 and 2014, and determined that impact of this interpretation was not material to the Organization's financial statements. During 2017, no new additional unrecognized tax benefits were identified. Forms 990 for the years ended June 30, 2017, 2016, and 2015 are open for possible examination.

**Cash and Cash Equivalents**

For the purposes of reporting cash flows, the Organization considers all highly liquid investments with an initial maturity of 90 days or less are classified as cash equivalents.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2017 and 2016**

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Investments**

Investments, if any, consist of certificates of deposit with original maturities of more than 90 days, but less than one year, and are carried at market value at June 30.

**Concentrations of Credit Risk**

The Organization maintains its cash in various financial institutions located in New Hampshire. At times, these balances exceed federal insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on these cash and cash equivalents.

**Fair Value of Financial Instruments**

Cash, trade receivable, accounts payable, accrued expenses and other liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

**NOTE 2—ECONOMIC DEPENDENCE**

The Organization's primary source of revenues are fees and grants received from the State of New Hampshire and Medicare reimbursements of \$458,357 and \$510,644, respectively, for the years ended June 30, 2017 and 2016. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as allocations from United Way, charges for services for home community-based care programs and private charges for services, contributions and other income. The State of New Hampshire issued new Requests for Proposal and is currently evaluating the responses to the request for proposal. Current contracts levels have been approved through September 30, 2018.

**NOTE 3—ACCRUED EXPENSES**

Accrued expenses consist of the following at June 30:

	<u>2017</u>	<u>2016</u>
Accrued payroll	\$ 11,635	\$ 9,386
Accrued vacation	16,480	12,951
	<u>\$ 28,115</u>	<u>\$ 22,337</u>

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2017 and 2016**

**NOTE 4—DESIGNATED NET ASSETS**

The governing body has designated certain unrestricted net assets for the following purposes:

	<u>2017</u>	<u>2016</u>
Designated for capital expenditures and facilities management	<u>\$ 98,632</u>	<u>\$ 98,632</u>

**NOTE 5—RETIREMENT PLAN**

The Organization adopted a defined contribution retirement program (SEP Plan). The Organization contributes up to 2% of employee wages, for employees with at least three years of service, to the plan. Pension plan expenses for 2017 and 2016 were \$6,372 and \$12,125, respectively.

**NOTE 6—IN-KIND SERVICES**

The Organization received \$2,000 and \$ 0 for in-kind services for professional services for the years ended June 30, 2017 and 2016 respectively.

**NOTE 7—RELATED PARTY**

The Organization engaged the former chief financial officer who is a member of the Finance Committee, to assist in training and support of a successor financial officer as an independent consultation. Payments were \$16,579 for the year ended June 30, 2017.

**NOTE 8—SUBSEQUENT EVENTS**

Subsequent events have been evaluated through October 23, 2017, which is the date the financial statements were available to be issued.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**SCHEDULE OF FUNCTIONAL EXPENSES**  
**For the Years Ended June 30, 2017 and 2016**

**For the Year Ended June 30, 2017**

	Program Services			Total Program Services	Supporting Services	Total Expenses
	Homemaker	Health Aide	Home Based Care Programs		Management and General	
Salaries and wages	\$ 182,815	\$ 127,697	\$ 84,738	\$ 395,250	\$ 150,830	\$ 546,080
Payroll taxes	13,629	9,965	6,894	30,488	11,518	42,006
Insurance	13,797	5,861	3,612	23,270	-	23,270
Dues and memberships	-	-	-	-	5,121	5,121
Marketing	-	-	-	-	4,270	4,270
Employee benefits	-	-	-	-	6,372	6,372
Miscellaneous	-	844	-	844	2,919	3,763
Software costs	-	-	-	-	-	-
Office	-	-	208	208	15,027	15,235
Occupancy	-	328	-	328	13,890	14,218
Professional fees	-	-	-	-	26,696	26,696
Supplies	1,816	747	412	2,975	-	2,975
Telephone	1,541	755	427	2,723	694	3,417
Training	942	-	-	942	2,235	3,177
Travel	7,181	8,302	2,805	18,288	-	18,288
Employer required expenses	135	-	-	135	252	387
Postage	-	-	-	-	3,388	3,388
State unemployment taxes	3,833	1,657	619	6,109	-	6,109
Bad debts	-	-	2,158	2,158	-	2,158
Depreciation	-	-	-	-	13,129	13,129
	<u>\$ 225,689</u>	<u>\$ 156,156</u>	<u>\$ 101,873</u>	<u>\$ 483,718</u>	<u>\$ 256,341</u>	<u>\$ 740,059</u>

**For the Year Ended June 30, 2016**

	Program Services			Total Program Services	Services	Total Expenses
	Homemaker	Health Aide	Home Based Care Programs		Management and General	
Salaries and wages	\$ 230,024	\$ 166,120	\$ 47,232	\$ 443,376	\$ 163,789	\$ 607,165
Payroll taxes	18,341	14,130	3,824	36,295	11,299	47,594
Insurance	16,014	12,395	3,222	31,631	-	31,631
Dues and memberships	-	-	-	-	4,098	4,098
Marketing	-	-	-	-	4,414	4,414
Employee benefits	-	-	-	-	12,125	12,125
Miscellaneous	48	12,688	10	12,746	4,691	17,437
Software costs	-	5,550	-	5,550	7,245	12,795
Office	-	-	-	-	14,792	14,792
Occupancy	-	269	-	269	12,918	13,187
Professional fees	-	-	-	-	34,629	34,629
Supplies	1,223	1,019	259	2,501	1,700	4,201
Telephone	1,219	980	245	2,444	1,795	4,239
Training	1,404	-	-	1,404	3,619	5,023
Travel	8,339	8,786	1,446	18,571	150	18,721
Employer required expenses	-	105	-	105	105	210
Postage	-	-	-	-	3,191	3,191
State unemployment taxes	2,894	2,871	2,060	7,825	1,872	9,697
Depreciation	-	-	-	-	13,240	13,240
	<u>\$ 279,506</u>	<u>\$ 224,913</u>	<u>\$ 58,298</u>	<u>\$ 562,717</u>	<u>\$ 295,672</u>	<u>\$ 858,389</u>



# A. V. Home Care Services



795 Main Street • Berlin, NH • 03570 • (603)752-7505 • [www.avhomecare.org](http://www.avhomecare.org)

## **BOARD OF DIRECTORS**

Bernadette Hallgren, RN, Chairperson

Laurie Bryant, RN, Vice Chair

Karen Eichler, RN, Secretary/Treasurer

Claudette Moynihan

Margaret McClellan

Cindy Morin

Corinne Doyle

## RESUME

Pauline Y. Tibbetts

EDUCATION           New Hampshire Vocational Technical College, Berlin NH  
Licensed Practical Nurse Diploma Program, Graduated 1974

CONTINUING  
EDUCATION           Napnes Pharmacology Course  
Certified Continuing Education Programs  
Certified CCU Course  
Basic Life Support-CPR Certified (renewed as needed)  
Multiple Seminars and Conferences pertaining to Alzheimer's  
Disease & Related Disorders  
Support Group Coordinator/Facilitator Training  
Hospice Training & Certified

### WORK EXPERIENCE

September 2016 to Present           Androscoggin Valley Home Care Services (same address as below)  
Executive Director

August 1997 to September 2016    Androscoggin Valley Home Care Services-795 Main St.-Berlin, NH  
Client Services Coordinator

December 1993 to                    St Vincent de Paul Nursing Home  
August 1997                            39 Providence Avenue  
Berlin NH 03570  
Director of Social Services

August, 1974 to                      Weeks Memorial Hospital  
December, 1995                      Middle Street  
Lancaster, NH 03584  
Staff Nurse

October 1987 to                      Tri-County CAP, NCEP  
August, 1993                          North Country Alzheimer's Partnership  
31 Pleasant Street  
Berlin, NH 03570  
Program Coordinator

WORK EXPERIENCE (continued)

January 1982 to March, 1985	Mozes Variety Store Berlin, NH 03570 Co-Owner
June to October, 1973	Ship's Galley restaurant Berlin, NH 03570 Waitress
December, 1972 to April, 1973	Wildcat Ski Area Jackson, NH Bus Girl

### WORK SKILLS

Nursing	Public Relations
Cashier	Inventory Control
General Bookkeeping	Accounts Payable
Scheduling	Team Leader
Ability to Work with Others	Group Facilitator
Telephone Communication Skills	Public Speaking
Leadership	Fundraising
Computer Skills	1:1 Counseling & Support

### OTHER

Active member of BRCS PTO 1986 to 1995  
Active member of BHS Backers 1995 to 2001  
Past volunteer for school related functions  
Past volunteer for North Country Elderly Programs  
Helped organized Alzheimer's Association, Greater New Hampshire Chapter  
Past Vice President, President and BOD Member of Alzheimer's Association, Greater NH Chapter  
Past coordinator of Greater NH Chapter-White Mountains Branch  
Past Board member of DEAS New Hampshire Alzheimer's Advisory Board  
Past member of North Country Alzheimer's Partnership Task Force  
Assisted in organizing Death & Dying Committee at St. Vincent de Paul Nursing Home  
Past Facilitator of Alzheimer's Disease & Related Disorders Support Group (17 years)  
Conduct In-services and Public Education Programs  
Co-Facilitator of Rainbow Program at Berlin Regional Catholic School for 1 year  
Notary Public  
Marriage Preparation Advisor for Ste. Anne Parish, Berlin, NH  
Past Board Member of Holiday Center, have held positions of President, V. President & Secretary  
Present Board Member of Coos County Family Health Center, Berlin, NH (Secretary)

# Samantha Bombard

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## Education

Associate's Degree in Health Science, White Mountains Community College- Medical Assistant

Licensed Nursing Assistant

First Aid Certified

CPR Certified

Hospice Trained and Certified

## Professional

June 2008 to present, Androscoggin Valley Home Care Services, Berlin, NH

## Experience

**Licensed Nursing Assistant/Medical Assistant/Person Centered Care Planner/Client Services Coordinator**

- I assist with activities of daily living for elderly or disabled clients, remaining conscious of their individual needs and preferences.
- Throughout these eight years of employment, I improved upon time management skills and learned how to most effectively relate to each of my clients. I learned the importance of patience, and practice this skill daily.
- Administrative duties, including but not limited to, filing documents, client/employee interface, coordinating health aide and homemaker schedules, computer filing and record keeping, co-chair for safety committee.

October 2014 to January 2015, June 2015 to December 2015, Weeks Medical Center, Whitefield, NH

### **Medical Assistant**

- Rooming patients, minor office procedures, vital signs, performed x-rays, administered injections including immunizations, assisted with applying splints and braces, performed ear irrigations, phlebotomy, well child checks/adult physicals, and patient education.
- Administrative duties, including scheduling appointments, documenting patient's information, answering phones, and taking messages.

April 2006 to June 2008. Yokohama restaurant, Gorham, NH

**Hostess/Cashier**

- I greeted customers, seated them, and handled money once they were finished with their meals.
- My development of time management, teamwork, and social skills, allowed me to create the best possible experience for customers of varying temperaments.

**References**

Pauline Tibbetts, 603-752-7505

Stephanie Price, 603-915-6945

Kim Hamilton, 603-723-4313

Elizabeth Longenecker, 207-837-3186

# Barbara Patry

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## Objective

To secure a challenging and responsible position that will allow me to utilize my accounting experience and supervisory skills.

## Summary of Qualifications

- Nearly 20 years of experience as a professional manager.
- Vast knowledge of Microsoft Excel & Word.
- Work on and proficient with ADP Dealer Service system and ADP Inc. payroll system.
- Work on and proficient with DealerTrack service system.
- Work on and proficient with Quickbook system.
- Function well both independently and as a team player; calm under pressure.
- Goal-oriented individual with strong leadership capabilities.
- Organized and efficient; productive in fast-paced, high pressure atmosphere.
- Self-motivated; able to set effective priorities and meet impractical deadlines.

## Experience

### **FINANCE OFFICER | A. V. HOME CARE SERVICES | DECEMBER 2017-PRESENT**

*Provide professional finance management service for A. V. Home Care Services.* Manage finances and bookkeeping for company.

### **EXECUTIVE ASSISTANT | NORDIC CONSTRUCTION SERVICES | MARCH 2017-DECEMBER 2017**

*Provide professional management service for Construction Company.* Manage all finances and bookkeeping for company. Responsible for all daily accounting and cash reconciliations. Perform all aspects of HR to include payroll processing. Responsible for providing owner with a daily operating cash report.

### **OFFICE MANAGER | AUTONORTH PREOWNED SUPERSTORE | JULY 2011-MARCH 2017**

*Provide professional management service for entire auto dealership.* Manage all finances and bookkeeping for company as well as supervise office personnel. Responsible for execution of aspects of accounting to include AR/AP, cash reconciliations, processing of deals and sales commissions. Perform all facets of HR to include payroll processing, associated tax preparation and submission and benefit

management. Responsible for creation and calculation of daily operating cost reports and preparation of monthly financial statements.

**DEPARTMENT SUPERVISOR | DSD MANAGEMENT INC | MARCH 1988-JULY 2017**

- **Provide professional management service for entire Berlin City Dealership auto group.** Manage mortgages for complete auto group, record dividend payments monthly from all associated companies to parent company. Responsible for allocating a portion of company-wide expenses incurred, i.e. data processing expenses, legal expenses, etc., to individual locations. Oversee advertising department and IT department both of which provide service for entire company.
- **Office Accounting** -Responsible for all aspects of accounting in fast paced office environment. Duties include, but not limited to daily bank reconciliations, daily online ACH transfers & wire transfers, accounts payable duties including shopping prices, purchasing and payment to all vendors, accounts receivable, Coop advertising reimbursements, demo logs, general journal entries, maintenance of DOC, and creation of white books.
- **Payroll** -Accountable for all phases of the payroll process. Duties include inputting weekly payroll, performing all aspects of Human Resource from maintaining insurances, time cards and employee personnel files to generating entire auto group's 401k weekly file transfer.
- **Warranty Processing** -First Extended Service Contract warranty maintenance. These duties include submission of final document to service department vendor, processing of service contract cancellations when notified by appropriate party, and input of all authorized claims associated with the service contract.

**COORDINATOR | NORTH COUNTRY WEEKLY | 1987-1988**

Responsible for calculating prices of ads for various sizes & rates.

Coordinated creation of ads with actual layout in the newspaper in a timely manner.

Responsible for servicing customers by telephone or on site.

**CREW CHIEF | MCDONALD'S RESTAURANT | 1982-1987**

Trained and supervised new employees. Ran shifts-interacted with employees and guests.

**BOOKKEEPER | WILFRED'S RESTAURANT | 1987**

Accountable for all aspects of record keeping including, but not limited to; payroll calculation, tax payments, checking account reconciliations, placing supply orders, AP and AR.

**RIDE OPERATOR | STORYLAND | 1980-1981**

## Education

US ARMY RESERVE 1986-1988, PFC, MILITARY POLICE

NHCTC, BERLIN NH 1985-1986, INTENDED MAJOR MID-MANAGEMENT

UNIVERSITY OF VERMONT, BURLINGTON VT 1983-1984 INTENDED MAJOR PHYSICAL THERAPY

BERLIN HIGH SCHOOL, BERLIN NH 1983 GRADUATE

## References

DONALD NOYES, OWNER AUTONORTH, GORHAM NH (603)723-6284

STEVE DION, SAFETY MGR NORDIC CONSTRUCTION SERVICES, BERLIN NH (603)723-7329

DANIEL DAGESSE, PRESIDENT DCD AUTOMOTIVE HOLDINGS (561)504-1127

ERNIE BLAIS, OWNER CARFLYER LLC, BERLIN NH (603)723-9658



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Pauline Tibbetts	Executive Director	\$61,120	7.00%	\$4,278.40
Samantha Bombard	Client Services Coordinator	\$33,020.00	25.00%	\$8,255.00
Barbara Patry	Finance Officer	\$47,775.00	6.5%	\$3,105.37

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888

Maureen U. Ryan  
Director of Human  
Services

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

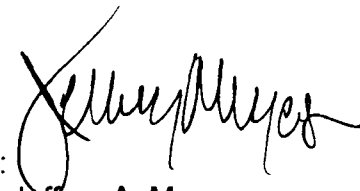
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>



**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androskoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA &amp; Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95
8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prtctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-01)

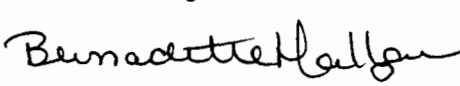
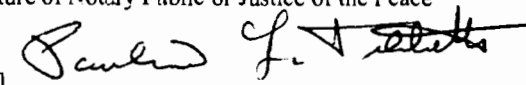
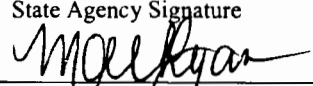
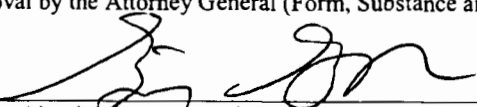
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Androscoggin Valley Home Care Services		1.4 Contractor Address 795 Main Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7505	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$703,108.50
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory Bernadette Hallgren Board Chair	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>C005</i>  On <i>Nov, 22, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace   <span style="float: right;">EXP: 02/22/2017</span> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace PAULINE Y. TIBBETTS, NOTARY PUBLIC			
1.14 State Agency Signature   Date: <i>11/30/16</i>		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <i>12/1/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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



Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## **Exhibit A** **Scope of Services**

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Coos County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

*BH*

*11/22/16*



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5





- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

**2.2.7. Adult Protection Services**

2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.

2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.

2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

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

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

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
  - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.
- 2.2.14. Notice of Failure to meet Service Obligations
- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
- 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
- 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

#### 2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

### 3. Staffing

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely





fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### **4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
  - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
  - 5.1.7. Unmet need/waiting list.
  - 5.1.8. Lengths of time clients are on a waiting list.
  - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
  - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
  - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
- 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging\_ Title III, Part B\_ Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units			
Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	18,349	\$9.58	\$175,783.42
In Home Care Services (Title III)	1,137	\$9.58	\$10,892.46
In Home Health Aide Level of Care Services (Title III)	1,000	\$12.50	\$12,500.00
In Home Nursing Level of Care Services (Title III)	70	\$24.50	\$1,715.00

07/01/2017 through 06/30/2018 Service Units			
Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	36,697	\$9.58	\$351,557.26
In Home Care Services (Title III)	2,274	\$9.58	\$21,784.92
In Home Health Aide Level of Care Services (Title III)	2,000	\$12.50	\$25,000.00
In Home Nursing Level of Care Services (Title III)	140	\$24.50	\$3,430.00

07/01/2018 through 09/30/2018			
Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	9,174	\$9.58	\$87,886.92
In Home Care Services (Title III)	569	\$9.58	\$5,451.02
In Home Health Aide Level of Care Services (Title III)	500	\$12.50	\$6,250.00
In Home Nursing Level of Care Services (Title III)	35	\$24.50	\$857.50



**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. 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.
  - 11.2. 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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: ANDROSCOGGIN VALLEY  
HOME CARE SERVICES

11/22/16  
Date

Bernadette Halper  
Name:  
Title: Board Chair



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *AUDROSCOGGIN VALLEY  
HOME CARE SERVICES*

*Bernadette Hallgr*  
Name:  
Title: *Board Chair*

*11/22/16*  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: ANDROSCOGGIN VALLEY  
HOMECARE SERVICES

11/22/16  
Date

Bernadette Hall  
Name:  
Title: Board Chair



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

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

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

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

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

Exhibit G

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

Contractor Initials

BH



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

11/22/16  
Date

Contractor Name: ANDROSCOGGIN VALLEY  
HOME CARE SERVICES  
Bernadette Mallon  
Name: Bernadette Mallon  
Title: Board Chair

Exhibit G

Contractor Initials BH

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: *ANDROSCOGGIN VALLEY  
HOME CARE SERVICES*

*Bernadette Hallgren*  
Name:  
Title: *Board Chair*

*11/22/16*  
Date



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

<p>_____ The State</p> <p><i>Maureen Ryan</i> _____ Signature of Authorized Representative</p> <p><i>Maureen Ryan</i> _____ Name of Authorized Representative</p> <p><i>Director, OHS</i> _____ Title of Authorized Representative</p> <p><i>11/30/16</i> _____ Date</p>	<p><i>ANDROSCOGGIN VALLEY HOME CARE SERVICES</i> _____ Name of the Contractor</p> <p><i>Bernadette Hallgren</i> _____ Signature of Authorized Representative</p> <p><i>Bernadette Hallgren</i> _____ Name of Authorized Representative</p> <p><i>Chair Board</i> _____ Title of Authorized Representative</p> <p><i>11/22/16</i> _____ Date</p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

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

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

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

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

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

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

Contractor Name: *ANDRASCOTT VALLEY  
HOMIE CAKE SERVICES*

*Bernadette Hallgr*  
Name:  
Title: *Board Chair*

*11/22/16*  
Date



**FORM A**

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

1. The DUNS number for your entity is: 75-115-0172
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Area Homecare & Family Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 1320 Woodbury Avenue, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$1,290,939.38 from \$2,657,175.86 to read: \$3,948,115.24.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

11/01/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Area Homecare and Family Services

12/27/18  
Date

Kevin J. McNamee  
Name: Kevin J. McNamee  
Title: Chair, BOB

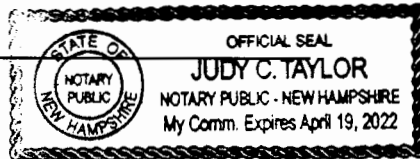
Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 12/27/2017, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Judy Taylor, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires:



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



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

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

[Signature]  
Name: Megan H. L. [Signature]  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services**

1/1/2017 through 06/30/2017 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	75,836	\$9.58	\$726,508.88
In Home Care Services (Title III)	1/2 Hour	3,412	\$9.58	\$32,686.96
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

7/1/2017 through 06/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	151,671	\$10.06	\$1,525,810.26
In Home Care Services (Title III)	1/2 Hour	6,824	\$10.06	\$68,649.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

7/1/2018 through 09/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	151,671	\$10.06	\$1,525,810.26
In Home Care Services (Title III)	1/2 Hour	6,824	\$10.06	\$68,649.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
      - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.



# Attachment A – Amendment #1

## ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Kerstin McNamara, Chair BoD, Area Home Care

Name, Title, and Agency Name

Kerstin/McNamara  
Signature

12/27/18

Date

# 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 AREA HOMECARE FAMILY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61207



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 December A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Ben Woodhouse, Vice Chair, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Area HomeCare + Family Services, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 12/27/17:  
(Date)

**RESOLVED:** That the Chair, Board of Directors  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27<sup>th</sup> day of December, 2017.  
(Date Contract Signed)

4. Kearstin McNamara is the duly elected Chair, BOD  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

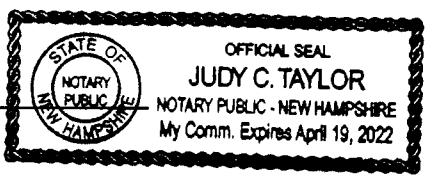
The forgoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2017.

By Kearstin McNamara  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2017

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

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

<b>PRODUCER</b> Masiello Insurance Agency 234 Lafayette Road  Hampton NH 03842		<b>CONTACT NAME:</b> Jamie DeStefano <b>PHONE (A/C, No, Ext):</b> (603) 601-1279 <b>FAX (A/C, No):</b> (603)215-2857 <b>E-MAIL ADDRESS:</b> jamied@masiello.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hanover Insurance Company	
		<b>INSURER B:</b> PMC Insurance Group	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Area HomeCare & Family Services, Inc. The Ballard Building 1320 Woodbury Avenue Portsmouth NH 03801			

**COVERAGES** CERTIFICATE NUMBER: CL17122714011 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZHV926516406	08/09/2017	08/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY			ABV926528106	08/09/2017	08/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV926567606	08/09/2017	08/09/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3273492	05/01/2017	05/01/2018	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Occurrence Form			ZHV926516406	08/09/2017	08/09/2018	Each Occurrence 1,000,000 Aggregate 3,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire DHHS Bureau of Elderly & Adult Services 129 Pleasant Street  Concord NH 03301-3857	<b>CANCELLATION</b>  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
---	--

Area HomeCare & Family Services, Inc.

**Mission Statement**  
**Bylaws - Article III**  
**Section 3.1 Powers and Purposes**

**The purpose of the corporation shall be to;**

***Our mission is to provide non-medical in-home care services to low-income elderly and adults with disabilities or chronic illnesses, so they may remain in their homes for as long as possible.***

AREA HOMECARE & FAMILY SERVICES, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2017  
with Summarized Financial Information  
for the Year Ended June 30, 2016

TABLE OF CONTENTS

	<u>Page Number</u>
INDEPENDENT AUDITOR'S REPORT . . . . .	1
FINANCIAL STATEMENTS	
Statement of Financial Position. . . . .	3
Statement of Activities. . . . .	4
Statements of Cash Flows. . . . .	5
Statement of Functional Expenses. . . . .	6
Notes to Financial Statements . . . . .	7

Sanders & Karcher  
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Area HomeCare & Family Services, Inc.  
Portsmouth, New Hampshire

**Report on the Financial Statements**

We have audited the accompanying financial statements of Area HomeCare & Family Services, Inc. (a nonprofit organization) as of June 30, 2017 which comprise the statement of financial position and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



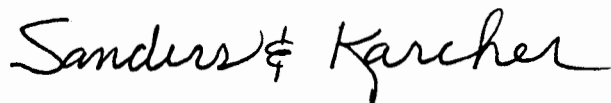
Board of Directors  
Area HomeCare & Family Services, Inc.  
Page 2

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Area Homecare & Family Services, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Area Homecare & Family Services, Inc.'s financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 21, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Sanders & Karcher  
Portsmouth, New Hampshire  
October 27, 2017

AREA HOMECARE & FAMILY SERVICES, INC.  
STATEMENT OF FINANCIAL POSITION  
June 30,

	2017		2016	
	Unrestricted	Temporarily Restricted	Total	Total
<u>ASSETS</u>				
<u>CURRENT ASSETS</u>				
Cash and cash equivalents	\$ 407,931	\$ -	\$ 407,931	\$ 298,053
Accounts receivable, net of allowance of \$1,000 for both years	192,552	-	192,552	206,405
Unconditional promises to give	-	28,852	28,852	26,943
Investments at fair value	583,815	-	583,815	507,860
Prepaid expenses	<u>1,005</u>	<u>-</u>	<u>1,005</u>	<u>1,005</u>
Total current assets	<u>1,185,303</u>	<u>28,852</u>	<u>1,214,155</u>	<u>1,040,266</u>
PROPERTY & EQUIPMENT, net of accumulated depreciation of \$249,538 & \$239,042, respectively	245,295	-	245,295	255,792
TOTAL ASSETS	<u>\$ 1,430,598</u>	<u>\$ 28,852</u>	<u>\$ 1,459,450</u>	<u>\$ 1,296,058</u>
<u>LIABILITIES AND NET ASSETS</u>				
<u>CURRENT LIABILITIES</u>				
Accounts payable	\$ 1,405	\$ -	\$ 1,405	\$ 10,899
Accrued expenses	<u>67,353</u>	<u>-</u>	<u>67,353</u>	<u>109,191</u>
Total current liabilities	<u>68,758</u>	<u>-</u>	<u>68,758</u>	<u>120,090</u>
NET ASSETS				
Board designated	425,000	-	425,000	425,000
Unrestricted	936,840	-	936,840	724,025
Temporarily restricted	-	28,852	28,852	26,943
Total net assets	<u>1,361,840</u>	<u>28,852</u>	<u>1,390,692</u>	<u>1,175,968</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,430,598</u>	<u>\$ 28,852</u>	<u>\$ 1,459,450</u>	<u>\$ 1,296,058</u>

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

AREA HOMECARE & FAMILY SERVICES, INC.  
STATEMENT OF ACTIVITIES  
Years Ended June 30,

	2017		2016	
	Unrestricted	Temporarily Restricted	Total	Total
<b>PUBLIC SUPPORT AND REVENUES</b>				
<b>PUBLIC SUPPORT</b>				
Government contracts and grants	\$ 28,990	\$ 1,577,213	\$ 1,606,203	\$ 1,605,742
Local municipalities	-	47,906	47,906	60,944
Contributions	-	3,456	3,456	5,108
Total public support	<u>28,990</u>	<u>1,628,575</u>	<u>1,657,565</u>	<u>1,671,794</u>
<b>REVENUES</b>				
Private services	21,193	-	21,193	19,631
Investment return	76,095	-	76,095	( 19,391)
Total revenues	<u>97,288</u>	<u>-</u>	<u>97,288</u>	<u>240</u>
Public support and revenues	<u>126,278</u>	<u>1,628,575</u>	<u>1,754,853</u>	<u>1,672,034</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
Satisfaction of usage restrictions	1,599,723	( 1,599,723)	-	-
Satisfaction of time restrictions	26,943	( 26,943)	-	-
Total public support, revenues and restrictions released	<u>1,752,944</u>	<u>1,909</u>	<u>1,754,853</u>	<u>1,672,034</u>
<b>EXPENSES</b>				
Program services	1,352,280	-	1,352,280	1,430,630
Management and general	187,849	-	187,849	191,291
Total expenses	<u>1,540,129</u>	<u>-</u>	<u>1,540,129</u>	<u>1,621,921</u>
<b>CHANGE IN NET ASSETS</b>	212,815	1,909	214,724	50,113
<b>NET ASSETS, Beginning of year</b>	<u>1,149,025</u>	<u>26,943</u>	<u>1,175,968</u>	<u>1,125,855</u>
<b>NET ASSETS, End of year</b>	<u>\$ 1,361,840</u>	<u>\$ 28,852</u>	<u>\$ 1,390,692</u>	<u>\$ 1,175,968</u>

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

AREA HOMECARE & FAMILY SERVICES, INC.  
 STATEMENTS OF CASH FLOWS  
 Years Ended June 30,

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from public support	\$ 1,669,647	\$ 1,698,291
Cash received from private services	21,193	19,631
Cash received from investments	18,031	20,205
Cash paid for expenses	( 1,580,962)	( 1,589,141)
Net cash provided by operating activities	127,909	148,986
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash paid for investments	( 18,031)	( 20,205)
Net cash used by investing activities	( 18,031)	( 20,205)
CASH FLOWS FROM FINANCING ACTIVITIES	-	-
NET INCREASE IN CASH	109,878	128,781
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	298,053	169,272
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ <u>407,931</u>	\$ <u>298,053</u>
ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Increase in net assets	\$ 214,724	\$ 50,113
Adjustments to reconcile changes in net assets to net cash provided by operating activities		
Depreciation	10,496	10,553
Unrealized (gain) loss on investments	( 57,926)	39,595
(Increase) decrease in:		
Accounts receivable	13,853	24,846
Unconditional promises to give	( 1,909)	1,652
Increase (decrease) in:		
Accounts payable	( 9,491)	3,923
Accrued expenses	( 41,838)	18,304
Total adjustments	( 86,815)	98,873
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ <u>127,909</u>	\$ <u>148,986</u>

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

AREA HOMECARE & FAMILY SERVICES, INC.  
STATEMENT OF FUNCTIONAL EXPENSES  
Years Ended June 30,

	2017		2016	
	In-Home Care and Homemakers	Management and General	Total	Total
Salaries and wages	\$ 1,042,677	\$ 117,697	\$ 1,160,374	\$ 1,217,895
Payroll taxes	79,413	9,737	89,150	95,330
Employee benefits	57,342	16,764	74,106	80,896
Travel	39,725	2,495	42,220	41,348
Payroll service fees	5,864	713	6,577	8,174
Insurance	52,166	12,313	64,479	85,654
Maintenance	12,049	3,026	15,075	11,207
Bank service charges	59	53	112	-
Conference and meetings	8,247	975	9,222	8,782
Dues and subscriptions	448	210	658	560
Licenses	335	95	430	400
Community assistance	850	11,721	12,571	3,241
Miscellaneous	2,316	445	2,761	2,368
Office	8,457	1,807	10,264	10,682
Professional fees	10,971	2,742	13,713	17,104
Telephone	5,940	1,478	7,418	7,257
Uniforms	781	-	781	953
Utilities	4,861	1,200	6,061	5,785
Advertising	296	-	296	550
Printing	1,260	316	1,576	1,119
Supplies	2,697	482	3,179	2,176
Postage	6,589	1,297	7,886	8,057
Depreciation	8,397	2,099	10,496	10,553
Bad debt	540	184	724	1,830
<b>TOTAL EXPENSES</b>	<b>\$ 1,352,280</b>	<b>\$ 187,849</b>	<b>\$ 1,540,129</b>	<b>\$ 1,621,921</b>

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

AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS  
Year ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Area HomeCare & Family Services, Inc. was incorporated as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code in 1979. The Organization provides non-medical home care services in the seacoast area of New Hampshire to the elderly and people with disabilities so that they may remain in their homes as long as possible.

Major programs of Area HomeCare and Family Services, Inc. include the following:

Homemaker services provide companionship, emotional support and services such as food shopping, errands, assistance with meals and other related services.

In-home care provides services similar to homemaker services. Clients of this program typically need services more frequently and for longer periods of time.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned or when promises are made and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Financial Statement Presentation

Area HomeCare and Family Services, Inc. presents its financial statements in accordance with recommendations of the Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Area HomeCare and Family Services, Inc. is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2017 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2017, investments have a market value of \$583,815 cost basis of \$531,816 and unrealized gains of \$57,926.

Cash and Cash Equivalents

For purposes of the statement of cash flows, Area HomeCare & Family Services, Inc. considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. The allowance for doubtful accounts was \$1,000 for years ended June 30, 2017 and 2016.

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. An allowance for uncollectible unconditional pledges is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2017 and 2016 management considers all pledges to be collectable.

Unconditional promises to give consisted of the following as of June 30,

	2017	2016
Town warrants	\$ 28,852	\$ 26,943

All amounts are due in less than one year.

Property and Equipment

Building and equipment have been recorded at cost and depreciated over the following estimated useful lives of the assets using the straight-line method of depreciation.

Building and improvements.....	40 years
Equipment.....	5-10 years
Furniture and fixtures.....	5-10 years

Maintenance and repairs are charged to expense as incurred, major renewals and betterments are capitalized. Depreciation expense was \$10,496 and \$10,553 for the years ended June 30, 2017 and 2016, respectively.

Accrued Earned Time

Area HomeCare & Family Services, Inc. have accrued a liability for future compensated leave time that is vested with the employees.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses

The costs of the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Area HomeCare & Family Services, Inc. is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and, therefore, has made no provision for Federal income taxes in the accompanying financial statements. In addition, the Organization has been determined by the Internal Revenue Service not to be a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

Subsequent Events

Subsequent events have been evaluated through October 27, 2017, the date the financial statements were available to be issued.

NOTE B - ACCOUNTS RECEIVABLE

Area HomeCare & Family Services, Inc. utilizes the allowance method for bad debts on client receivables. Client receivables were due from the following sources as of June 30,

<u>2017</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Total, net</u>
Medicaid - HC/BC	\$ ( 7,496)	\$ -	\$ ( 7,496)
Medicaid - Title XIX	8,019	-	8,019
Clients	6,827	1,000	5,827
Grants and contracts	164,306	-	164,306
Employees	1,895	-	1,895
TOTALS	\$ <u>173,551</u>	\$ <u>1,000</u>	\$ <u>172,551</u>
<u>2016</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Total, net</u>
Medicaid - HC/BC	\$ 11,952	\$ -	\$ 11,952
Medicaid - Title XIX	24,184	-	24,184
Clients	7,695	1,000	6,695
Grants and contracts	162,169	-	162,169
Employees	1,405	-	1,405
TOTALS	\$ <u>207,405</u>	\$ <u>1,000</u>	\$ <u>206,405</u>



AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2017

NOTE C - INVESTMENTS AT FAIR VALUE

Investments consist of mutual funds, money market funds and corporate bonds. Area HomeCare and Family Services, Inc. records its investments at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets and are reported as an investment return.

The following is a description of the valuation methodologies used for assets measured at fair value. Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded. Mutual and money market funds: Valued at the net asset value of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Organization reports under the Fair Value Measurements, which established a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Investments, all at level 1, consist of the following as of June 30, 2017:

	Cost	Fair Value	Unrealized Gain
Money Market Funds	\$ 4,440	\$ 4,440	\$ -
Mutual Funds	<u>527,376</u>	<u>579,375</u>	<u>51,999</u>
TOTALS	\$ <u>531,816</u>	\$ <u>583,815</u>	\$ <u>51,999</u>

Investments, all at Level 1, consist of the following as of June 30, 2016:

	Cost	Fair Value	Unrealized Loss
Money Market Funds	\$ 4,438	\$ 4,438	\$ -
Mutual Funds	<u>509,349</u>	<u>503,422</u>	<u>5,927</u>
TOTALS	\$ <u>513,787</u>	\$ <u>507,860</u>	\$ <u>5,927</u>

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2017

NOTE D - LINE OF CREDIT

Area HomeCare & Family Services, Inc. has a \$170,000 revolving line of credit established to provide working capital support. The agreement requires monthly interest only payments of prime plus 1% and is secured by all business assets and real property. As of June 30, 2017 the interest rate was 5.25% and the outstanding balance was \$0. The line of credit is due in full upon lender's demand.

Area HomeCare & Family Services, Inc. also has a line of credit, borrowed against securities held at Edward Jones. The approved credit amount as of June 30, 2017 was \$291,808, based on the value of the investments which could change daily. Should the value of this collateral significantly decline, the Organization may be required to deposit cash or additional securities or sell securities in the account. The interest rate will vary depending on the borrowed amount. As of June 30, 2017 the interest rate was 4.75% and the outstanding balance was \$0.

NOTE E - ACCRUED EXPENSES

Accrued expenses consist of the following at June 30,

	<u>2017</u>	<u>2016</u>
Accrued earned time	\$ 43,831	\$ 54,562
Accrued salaries	21,125	49,144
Accrued payroll taxes	346	3,914
Accrued travel	2,016	1,274
Accrued postage	35	97
Other withholdings	<u>1,355</u>	<u>200</u>
 TOTALS	 \$ <u>68,708</u>	 \$ <u>109,191</u>

NOTE F - LEASING ARRANGEMENTS

Area HomeCare & Family Services, Inc. entered into a non-cancellable operating lease for a HP Laserjet Copier with Leaf Funding, Inc. which began in July, 2015. The lease requires monthly payments of \$148, including taxes, for 60 months.

The Organization also entered into a non-cancellable operating lease for a P30A Digital Postage Meter with FrancoTyp-Postalia, Inc. which began in July, 2015. The lease requires monthly payments of \$40 for 39 months.

Future minimum lease payments are as follows for the years ended June 30,

2018.....	\$ 2,253
2019.....	\$ 1,893
2020.....	\$ 1,773

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2017

NOTE G - RISK CONCENTRATION AND ECONOMIC DEPENDENCE

Area HomeCare & Family Services, Inc. derives significant revenue from grants and contracts with other nonprofit organizations and government agencies. Continuation of certain programs is dependent upon such revenues.

Grants receivable, accounts receivable and unconditional promises to give were primarily due from governmental agencies.

NOTE H - RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets represents donor and time restricted funding. Temporarily restricted net assets consist of the following as of June 30,

	2017	2016
Town warrants	\$ <u>28,852</u>	\$ <u>26,943</u>

NOTE I - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

Contracts, fees and grants from government agencies consist of the following for the years ended June 30,

	2017	2016
New Hampshire Division of Elderly and Adult Services		
-- Title XX	\$ 1,426,998	\$ 1,397,080
-- Title III	61,714	65,264
Medicaid - HC/BC	9,877	14,376
-- Title XIX	19,114	40,522
Other	88,500	88,500
TOTALS	\$ <u>1,606,203</u>	\$ <u>1,605,742</u>

NOTE J - CONTINGENT LIABILITIES

Area Homecare and Family Services, Inc. received money under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, the organization might be required to repay the grantors' funds. Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2017, no provision has been made for this contingency.

AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
Year Ended June 30, 2017

NOTE K - SUMMARIZED FINANCIAL INFORMATION

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended June 30, 2016, from which the information was derived.

# AREA HOMECARE & FAMILY SERVICES, INC.

Ballard Building  
1320 WOODBURY AVENUE, PORTSMOUTH, NH 03801  
(603) 436-9059

## FY2018 BOARD OF DIRECTORS

NAME	ORGANIZATION, MAILING ADDRESS AND PHONE NUMBER	PROFESSION	OFFICE ----- COMMITTEE	DATE TERM BEGAN & EXP. DATE	TELEPHONE NUMBER EMAIL
Kearstin McNamara	<del>XXXXXXXXXX</del> North Hampton, NH 03862	Broker/Consultant Employee Benefits	Chair	2014-2020	B: <del>XXXXXXXXXX</del> C: <del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del>
Ben Woodhouse	<del>XXXXXXXXXX</del> Portsmouth, NH 03801	Finance	Vice-Chair	2017-2023	W: <del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del>
Mari B. Lister	<del>XXXXXXXXXX</del> Portsmouth, NH 03801	Client Services, M&A Investment Bank	Treasurer	2015-2021	C: <del>XXXXXXXXXX</del> B: <del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del>
Karen Kinnaly	<del>XXXXXXXXXX</del> New Castle, NH 03854	RN	Secretary	2015-2021	C: <del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del>
Mike Schwartz	<del>XXXXXXXXXX</del> Portsmouth, NH 03801	Retired, Portsmouth Police Department	All	2014-2020	C: <del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del>
Lawrence E. Day, Jr.	<del>XXXXXXXXXX</del> Portsmouth, NH 03801	Finance	All	2015-2021	<del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del>
Phillip Saltmarsh	<del>XXXXXXXXXX</del> Portsmouth, NH 03801	Architect	All	2015-2021	<del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del>
Chris Eaton	<del>XXXXXXXXXX</del> Portsmouth, NH 03801	Retired Elder Services BEAS - State of NH	All	2017-2023	<del>XXXXXXXXXX</del> <del>XXXXXXXXXX</del>

ADVISORY BOARD

John Bosen, Esquire

~~REDACTED~~  
Portsmouth, NH 03801

Attorney

W: ~~REDACTED~~  
~~REDACTED~~

Gordon McCollester

~~REDACTED~~  
Rye, NH 03871

Retired/CEO Nonprofit

~~REDACTED~~  
~~REDACTED~~

Jamie DeStefano  
2001

~~REDACTED~~  
Newmarket, NH

Business

~~REDACTED~~  
~~REDACTED~~  
~~REDACTED~~

Judy Taylor

~~REDACTED~~  
Seabrook, NH 03874

Executive Director

W 603-436-9059 X214  
C 603-834-1353  
[jtaylor@areahomecare.org](mailto:jtaylor@areahomecare.org)

# Judy Taylor

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<b>Employment</b>	<b>August 2, 2013 – Present - Area HomeCare &amp; Family Services, Inc.</b>	<b>Portsmouth, NH 03801 603-436-9059</b>
<b>History</b>	<b>Executive Director</b>	
	<b>1998 – 2013</b>	<b>Area HomeCare &amp; Family Services, Inc.</b>
	<b>Senior Vice-President &amp; CFO</b>	
	<ul style="list-style-type: none"><li>▪ Maintain accounting records, generate monthly financial statements, and work directly with accounting firm to complete year end audit.</li><li>▪ Perform and/or oversee all office functions</li><li>▪ Human Resource Manager</li></ul>	
	<b>1989 - 1995</b>	<b>TimberMart, Inc. Seabrook, NH</b>
	<b>Bookkeeper</b>	
	<ul style="list-style-type: none"><li>▪ Accounts Payable</li><li>▪ Accounts Receivable</li><li>▪ Dealt with vendors, processed special orders</li><li>▪ Inventory control</li><li>▪ Customer service</li></ul>	
<b>Education</b>	<b>2003 – 2004</b>	<b>Antioch New England Keene, NH</b>
	<ul style="list-style-type: none"><li>▪ Certificate in Community Health Care Management Program</li></ul>	
	<b>2002</b>	<b>Antioch New England Keene, NH</b>
	<ul style="list-style-type: none"><li>▪ Nine-month seminar – Nonprofit Management</li><li>▪</li></ul>	
	<b>1995 – 1997</b>	<b>McIntosh College Dover, NH</b>
	<ul style="list-style-type: none"><li>• Accounting Degree</li><li>• GPA 3.89</li><li>• Courses in various computerized accounting software</li><li>• MS Office</li><li>• D-base programming</li></ul>	
<b>Related Instruction</b>	Numerous certificates in associated topics – ADP payroll, Access, Quickbooks Pro, Human Resources, etc.	

*References and transcripts available upon request*

## MaryJane Walsh

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### **Employment History:**

- January 2003            **Area HomeCare & Family Services, Portsmouth, NH**  
**Program Director**
- June 2000-  
January 2003            **Area HomeCare & Family Services, Portsmouth, NH**  
**Assistant Program Director:**  
Assists in the daily supervision of thirty five staff who provide  
homecare services to six hundred elderly and people with  
disabilities. Duties included managing funds and scheduling for  
ADR program, responsible for scheduling, intake, income  
eligibility assessment and re-certification of clients.
- August 1999-  
June 2000            **Area HomeCare & Family Services, Portsmouth, NH**  
**Parent Aide / Scheduler:** Duties included, supervised  
visits between foster children and their non-custodial parents,  
assisting non-custodial parents on appropriate ways to interact  
with their children.
- September 1998-  
June 1999            **Great Bay Kids Company, Exeter, NH**  
**Assistant Teacher:** Duties included planning classroom  
activities, assisting the site director, and parent/teacher  
conferences.
- June 1997-  
August 1999            **Wentworth By the Sea Country Club, Rye, NH**  
**Assistant Camp Director / Counselor**

### **Education:**

- 2003 – 2004            Antioch New England Graduate School  
Community Health Care Management Certificate Program
- 1995-1999            University of New Hampshire, Durham, NH  
Major: Sociology, BA
- 1994-1995            Sacred Heart University, Fairfield CT.



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Judy Taylor	Executive Director	\$ 75,868. <sup>00</sup>	77 %	\$ 58,418. <sup>00</sup>
MaryJane Walsh	Program Director	\$ 52,200. <sup>00</sup>	77 %	\$ 40,194. <sup>00</sup>

16 Mac



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner  
  
Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

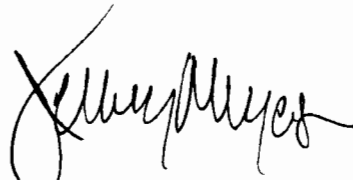
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>



**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctcn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-02)

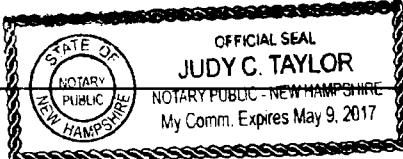
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Home Care & Family Services, Inc.		1.4 Contractor Address 1320 Woodbury Ave Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-674-4990	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$2,657,175.86
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  <i>Kearst Mcken</i>		1.12 Name and Title of Contractor Signatory  <i>Kearstin McNamara, Chair - BOD</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Rockingham</i> On <i>11/17/2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">                     [Seal] <i>Judy C. Taylor</i> </div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Judy C. Taylor, Notary</i>			
1.14 State Agency Signature  <i>Maureen Ryan</i>		1.15 Name and Title of State Agency Signatory  <i>Maureen Ryan, Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <i>11/30/16</i> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <i>12/1/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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



Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Rockingham County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
    - 2.1.2.1. Receive referrals from an individual's health care provider(s).
    - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5





- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
  - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
  - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
  - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

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

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

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

**2.2.15. Transition Process**

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely





fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### **4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>				
<b>1/1/2017 through 06/30/2017 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	75,836	\$9.58	\$726,508.88
In Home Care Services (Title III)	1/2 Hour	3,412	\$9.58	\$32,686.96
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>7/1/2017 through 06/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	151,671	\$9.58	\$1,453,008.18
In Home Care Services (Title III)	1/2 Hour	6,824	\$9.58	\$65,373.92
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>7/1/2018 through 09/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	37,918	\$9.58	\$363,254.44
In Home Care Services (Title III)	1/2 Hour	1,706	\$9.58	\$16,343.48
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00



**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:**

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

11/17/16  
Date

Kenneth J. Melle  
Name:  
Title:



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

11/17/10  
Date

Kenneth J. Mace  
Name:  
Title:



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/17/16  
Date

Kearns / Miller  
Name:  
Title:



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

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

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

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

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

Exhibit G

Contractor Initials

*KJm*

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

Date

*11/17/16*



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

11/17/16  
Date

Kearst McVaneu  
Name:  
Title:

Exhibit G

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

Contractor Initials km



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

11/17/16  
Date

Kearney / Mace  
Name:  
Title:



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

*[Handwritten Signature]*

*4/12/14*



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

_____	<u>Arza HomeCare &amp; Family Services, Inc.</u>
The State	Name of the Contractor
<u>Maureen Ryan</u>	<u>Kearstin mullamara</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Maureen Ryan</u>	<u>Kearstin mullamara</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director, OHS</u>	<u>Chair BON</u>
Title of Authorized Representative	Title of Authorized Representative
<u>11/30/16</u>	<u>11/17/16</u>
Date	Date





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

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

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

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

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

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

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

Contractor Name:

11/17/16  
Date

Kent Jones Chair BOD  
Name:  
Title:

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 60-203-0181
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, PO Box 448, Manchester, NH 03105-0448.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$1,134,135.00 from \$2,334,480.04 to read: \$3,468,615.04.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1, Amendment #1
6. Delete Exhibit B-2 in its entirety and replace with: Exhibit B-2, Amendment #1
7. Add Exhibit K, DHHS Information Security Requirements
8. Add Attachment A – Amendment #1

**New Hampshire Department of Health and Human Services**  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Child and Family Services

12/27/2017  
Date

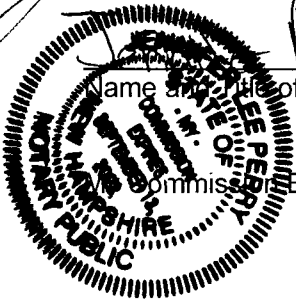
[Signature]  
Name: BIZA ALVAREZ DE TORO  
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on December 27, 2017 before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Jerry Perry  
Name and Title of Notary or Justice of the Peace



Expires: September 13, 2022

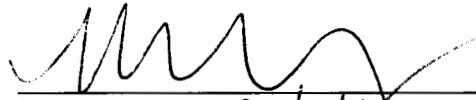


**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 1/19/18

  
Name: Mark A. Kopel  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B-1 Rate Sheet, Amendment #1  
Hillsborough County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	30,823	\$9.58	\$295,284.34
In Home Care Services (Title III)	1/2 Hour	3,118	\$9.58	\$29,870.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	520	\$12.50	\$6,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	75	\$24.50	\$1,837.50

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$10.06	\$620,158.76
In Home Care Services (Title III)	1/2 Hour	6,236	\$10.06	\$62,734.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$13.13	\$13,655.20
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$25.73	\$3,859.50

<b>07/01/2018 through 06/30/2019 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$10.06	\$620,158.76
In Home Care Services (Title III)	1/2 Hour	6,236	\$10.06	\$62,734.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$13.13	\$13,655.20
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$25.73	\$3,859.50

Contractor Initials: SK

Date: 12/27/17

**Exhibit B-2 Rate Sheet, Amendment #1**  
**Merrimack County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	30,823	\$9.58	\$295,284.34
In Home Care Services (Title III)	1/2 Hour	3,118	\$9.58	\$29,870.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	520	\$12.50	\$6,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	75	\$24.50	\$1,837.50

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$10.06	\$620,158.76
In Home Care Services (Title III)	1/2 Hour	6,236	\$10.06	\$62,734.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$13.13	\$13,655.20
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$25.73	\$3,859.50

<b>07/01/2018 through 06/30/2019 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$10.06	\$620,158.76
In Home Care Services (Title III)	1/2 Hour	6,236	\$10.06	\$62,734.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$13.13	\$13,655.20
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$25.73	\$3,859.50



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed





by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
  4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
  5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
  6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

## Attachment A – Amendment #1

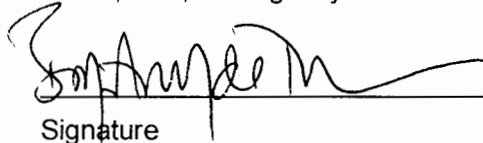
### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

BORSA AWARIZ DE TOLEDO, PRESIDENT & CEO, CHILD AND FAMILY SERVICES OF NH

Name, Title, and Agency Name



Signature

12/27/17

Date

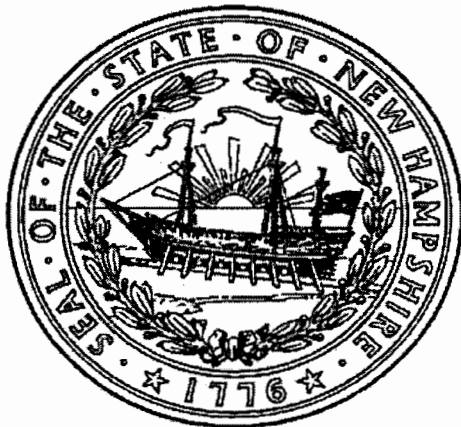
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62585



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of December A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, WILLIAM CONRAD, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH  
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 1/28/2014:  
(Date)

**RESOLVED:** That this corporation enters into a contract with the State of New Hampshire, acting through its  
Department of Health and Human Services.

**RESOLVED:** That the PRESIDENT AND CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 27 day of December, 2017.



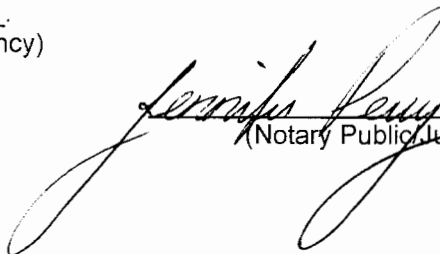
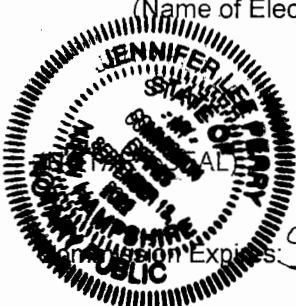
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 24 day of December, 2017.

By WILLIAM CONRAD  
(Name of Elected Officer of the Agency)

  
(Notary Public, Justice of the Peace)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2017

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> anicklin@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co	
		<b>INSURER B:</b> AIG Specialty Insurance Co.	
		<b>INSURER C:</b> Travelers Casualty & Surety Co of	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 17-18 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1672681	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> Liquor Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							MED EXP (Any one person) \$ 0
	OTHER:							PERSONAL & ADV INJURY \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			PHPK1672681	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$	
								BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB589194	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC033571192 (3a.) NH All officers included	4/4/2017	4/4/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
	C Fidelity & Forgery			105912196	4/1/2017	4/1/2018	Limit: \$500,000	
	A Professional Liability			PHPK1672681	7/1/2017	7/1/2018	Aggregate \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
DHHS: State of NH, Division for Children, Youth & Families are listed as additional insureds with respects to the CGL as per written contract.

<b>CERTIFICATE HOLDER</b> (603) 271-4729 jonathan.gallo@dhhs.nh.gov  DHHS: State of NH Director Division for Children, Youth & Families 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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  T Franggos/JSC <i>Jalitho Franggos</i>
---	--



Manchester Office Statewide Headquarters  
464 Chestnut St., P.O. Box 448, Manchester, NH 03105  
tel 603-518-4000 fax 603-668-6260  
toll free 800-640-6486 www.cfsnh.org

## MISSION STATEMENT

Child and Family Services is dedicated to advancing the well-being of children by providing an array of services to strengthen family life and by promoting community commitment to the needs of children.

**Child and Family Services of New Hampshire**  
**Consolidated Financial Statements**  
**For the Year Ended December 31, 2016**  
**(With Independent Auditors' Report Thereon)**

## TABLE OF CONTENTS

	<u>Page</u>
<b>INDEPENDENT AUDITORS' REPORT</b>	1
<b>BASIC FINANCIAL STATEMENTS:</b>	
Consolidated Statement of Financial Position	4
Consolidated Statement of Activities	5
Consolidated Statement of Functional Expenses	6
Consolidated Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8
<b>SUPPLEMENTAL INFORMATION:</b>	
Consolidated Schedule of Operating Expenses	26





## Independent Auditors' Report

To the Board of Trustees  
Child and Family Services of New Hampshire

Additional Offices:  
Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2016, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not

for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2016, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Report on Summarized Comparative Information**

We have previously audited Child and Family Services of New Hampshire's 2015 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 23, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

## **Other Matters**

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedule of Operating Expenses is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2017 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

*Melanson Heath*

March 28, 2017

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

Consolidated Statement of Financial Position  
 December 31, 2016  
 (with comparative totals as of December 31, 2015)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>Current Assets:</b>					
Cash and cash equivalents	\$ 516,461	\$ 516,235	\$ -	\$ 1,032,696	\$ 1,026,657
Accounts receivable, net	603,415	-	-	603,415	662,144
Prepaid expenses	201,052	-	-	201,052	199,720
Contributions receivable	40,000	-	-	40,000	-
<b>Total Current Assets</b>	<b>1,360,928</b>	<b>516,235</b>	<b>-</b>	<b>1,877,163</b>	<b>1,888,521</b>
<b>Investments</b>					
Beneficial interest held in trust	14,027,737	475,050	1,397,684	15,900,471	15,530,019
Property and equipment, net	-	-	1,735,979	1,735,979	1,736,098
	5,313,940	1,007,711	-	6,321,651	6,525,075
<b>TOTAL ASSETS</b>	<b>\$ 20,702,605</b>	<b>\$ 1,998,996</b>	<b>\$ 3,133,663</b>	<b>\$ 25,835,264</b>	<b>\$ 25,679,713</b>
 <u>LIABILITIES AND NET ASSETS</u>					
<b>Current Liabilities:</b>					
Accounts payable	\$ 148,157	\$ -	\$ -	\$ 148,157	\$ 205,180
Accrued payroll and related expenses	816,144	-	-	816,144	556,453
Bonds payable	135,000	-	-	135,000	125,000
<b>Total Current Liabilities</b>	<b>1,099,301</b>	<b>-</b>	<b>-</b>	<b>1,099,301</b>	<b>886,633</b>
<b>Bonds payable, net of current portion</b>	<b>4,345,005</b>	<b>-</b>	<b>-</b>	<b>4,345,005</b>	<b>4,480,005</b>
<b>Deferred loans - NHHFA</b>	<b>1,250,000</b>	<b>-</b>	<b>-</b>	<b>1,250,000</b>	<b>1,250,000</b>
<b>Interest rate swap agreements</b>	<b>1,168,384</b>	<b>-</b>	<b>-</b>	<b>1,168,384</b>	<b>1,306,823</b>
<b>TOTAL LIABILITIES</b>	<b>7,862,690</b>	<b>-</b>	<b>-</b>	<b>7,862,690</b>	<b>7,923,461</b>
<b>Net Assets:</b>					
Donor restricted	-	1,998,996	3,133,663	5,132,659	5,333,157
Board designated	14,027,737	-	-	14,027,737	13,728,041
Unrestricted	(1,187,822)	-	-	(1,187,822)	(1,304,946)
<b>Total Net Assets</b>	<b>12,839,915</b>	<b>1,998,996</b>	<b>3,133,663</b>	<b>17,972,574</b>	<b>17,756,252</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 20,702,605</b>	<b>\$ 1,998,996</b>	<b>\$ 3,133,663</b>	<b>\$ 25,835,264</b>	<b>\$ 25,679,713</b>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Activities  
 For the Year Ended December 31, 2016  
 (with comparative totals for the year ended December 31, 2015)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2016 Total	2015 Total
<b>Support and Revenue:</b>					
<b>Support:</b>					
Contributions	\$ 573,326	\$ 617,766	\$ 12,066	\$ 1,203,158	\$ 1,764,198
Government grants	7,142,337	-	-	7,142,337	7,593,618
In-kind contributions	226,102	-	-	226,102	164,488
Income from special events, net	322,062	-	-	322,062	324,767
<b>Revenue:</b>					
Service fees	1,704,326	-	-	1,704,326	1,673,930
Other	14,630	-	-	14,630	5,969
<b>Net assets released from restriction:</b>					
Program releases	807,496	(807,496)	-	-	-
Capital campaign releases	81,405	(81,405)	-	-	-
Endowment releases	82,529	(82,529)	-	-	-
Endowment transfer to support operations	735,308	-	-	735,308	738,698
<b>Total Support and Revenue</b>	<b>11,689,521</b>	<b>(353,664)</b>	<b>12,066</b>	<b>11,347,923</b>	<b>12,265,668</b>
<b>Operating Expenses:</b>					
Program services	9,975,559	-	-	9,975,559	10,011,631
Management and general	1,252,586	-	-	1,252,586	1,205,401
Fundraising	462,536	-	-	462,536	421,819
<b>Total Operating Expenses</b>	<b>11,690,681</b>	<b>-</b>	<b>-</b>	<b>11,690,681</b>	<b>11,638,851</b>
Change in net assets before non-operating items	(1,160)	(353,664)	12,066	(342,758)	626,817
<b>Non-Operating Items:</b>					
Investment income (loss)	1,014,837	141,219	-	1,156,056	(866,823)
Unrealized gain (loss) on interest rate swap	138,439	-	-	138,439	19,257
Change in beneficial interest	-	-	(119)	(119)	(129,755)
Interest income	12	-	-	12	7
Endowment transfer to support operations	(735,308)	-	-	(735,308)	(738,698)
<b>Total Non-Operating Items</b>	<b>417,980</b>	<b>141,219</b>	<b>(119)</b>	<b>559,080</b>	<b>(1,716,012)</b>
Change in net assets	416,820	(212,445)	11,947	216,322	(1,089,195)
Net Assets, Beginning of Year	12,423,095	2,211,441	3,121,716	17,756,252	18,845,447
Net Assets, End of Year	\$ 12,839,915	\$ 1,998,996	\$ 3,133,663	\$ 17,972,574	\$ 17,756,252

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

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

Consolidated Statement of Functional Expenses  
 For the Year Ended December 31, 2016  
 (with comparative totals for the year ended December 31, 2015)

	Program Services	Management and General	Fundraising	2016 Total	2015 Total
Personnel expense:					
Salaries and wages	\$ 5,533,992	\$ 810,567	\$ 324,632	\$ 6,669,191	\$ 6,433,758
Employee benefits	527,202	57,362	39,684	624,248	796,224
Payroll related costs	599,552	65,834	25,617	691,003	705,911
Mileage reimbursement	410,971	1,192	3,364	415,527	448,631
Contracted services	513,479	17,077	6,803	537,359	493,749
Subtotal personnel expense	<u>7,585,196</u>	<u>952,032</u>	<u>400,100</u>	<u>8,937,328</u>	<u>8,878,273</u>
Accounting	-	28,650	-	28,650	24,804
Assistance to individuals	681,368	-	-	681,368	829,936
Communications	138,503	3,560	7,734	149,797	153,237
Conferences, conventions, meetings	25,482	32,277	4,271	62,030	39,733
Depreciation	273,520	48,716	-	322,236	306,607
In kind contributions	217,922	8,180	-	226,102	164,488
Insurance	64,431	8,154	2,954	75,539	80,214
Interest	243,083	47,931	-	291,014	299,743
Legal	-	54,911	-	54,911	8,490
Membership dues	19,492	7,931	2,191	29,614	45,415
Miscellaneous	131,660	8,583	2,290	142,533	32,689
Occupancy	363,851	25,156	8,573	397,580	472,156
Printing and publications	29,202	5,122	29,476	63,800	67,508
Rental and equipment maintenance	87,334	14,548	1,440	103,322	99,563
Supplies	64,298	6,772	2,725	73,795	71,824
Travel	50,217	63	782	51,062	64,171
Total Functional Expenses	<u>\$ 9,975,559</u>	<u>\$ 1,252,586</u>	<u>\$ 462,536</u>	<u>\$ 11,690,681</u>	<u>\$ 11,638,851</u>

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

## CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Cash Flows  
For the Year Ended December 31, 2016  
(with comparative totals for the year ended December 31, 2015)

	<u>2016</u>	<u>2015</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 216,322	\$ (1,089,195)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	322,236	306,607
Restricted contributions	(12,066)	(31,705)
Realized (gain) loss on investments	(363,382)	(528,934)
Unrealized (gain) loss on investments	(546,408)	1,575,633
Change in beneficial interest in trust	119	129,755
Change in interest rate swap	(138,439)	(19,257)
Changes in operating assets and liabilities:		
Accounts receivable	58,729	(21,245)
Prepaid expenses	(1,332)	(2,080)
Contributions receivable	(40,000)	-
Accounts payable	(57,023)	63,268
Accrued expenses	259,691	84,156
Net Cash Provided (Used) by Operating Activities	<u>(301,553)</u>	<u>467,003</u>
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(144,705)	(2,356,532)
Proceeds from sale of investments	684,043	2,690,806
Purchase of fixed assets	(118,812)	(456,845)
Net Cash Provided By (Used By) Investing Activities	<u>420,526</u>	<u>(122,571)</u>
<u>Cash Flows From Financing Activities:</u>		
Restricted contributions	12,066	31,705
Payment of long term debt	(125,000)	(240,000)
Net Cash Used By Financing Activities	<u>(112,934)</u>	<u>(208,295)</u>
Net Change in Cash and Cash Equivalents	6,039	136,137
Cash and Cash Equivalents, Beginning	<u>1,026,657</u>	<u>890,520</u>
Cash and Cash Equivalents, Ending	<u>\$ 1,032,696</u>	<u>\$ 1,026,657</u>
 <b>SUPPLEMENTAL INFORMATION:</b>		
Interest Paid	<u>\$ 291,014</u>	<u>\$ 299,743</u>

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

## CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

### Notes to Consolidated Financial Statements For the Year Ended December 31, 2016

#### 1. Description of Organization

Child and Family Services of New Hampshire (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into four basic categories:

##### 1. **Early Childhood – Family Support & Education Services**

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

**Early Support and Services** – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

**Home Visiting Services** – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

**Adoption** – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birth-parents who are considering the adoption option.



## **2. Children, Youth, and Family - Intervention and Treatment Programs**

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

**Foster care** – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

**Home Based Services** – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

## **3. Runaway and Homeless Youth Services**

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

## **4. Senior Care and Independent Living**

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

**Camp Spaulding** – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 96 year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

**The New Hampshire Children's Lobby** – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

## 2. Significant Accounting Policies

The Organization prepares its consolidated financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

### ***Net Assets***

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

#### ***Unrestricted Net Assets***

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

#### ***Temporarily Restricted Net Assets***

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this net asset class if

the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

### ***Permanently Restricted Net Assets***

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity is classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses, other than losses on endowment investments, are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

### ***Principles of Consolidation***

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

### ***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended December 31, 2015, from which the summarized information was derived.

### ***Cash Equivalents***

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

### ***Investments***

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

### ***Accounts Receivable and Revenue***

Accounts receivable is recognized when qualifying costs are incurred for cost reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### ***Allowance for Doubtful Accounts***

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account, management has taken into account a variety of factors.

### ***Beneficial Interest***

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in temporarily restricted net assets until expended in accordance with restrictions. The value of the beneficial interest in the trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in permanently restricted net assets because the trust assets will never be distributed to the Organization.

### ***Property and Equipment***

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	15 – 50 years
Furniture, fixtures, and equipment	5 – 10 years
Vehicles	5 years
Software	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the consolidated financial statements in the current period.

### ***Interest-Rate Swap***

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable (Note 9). The related liability is reported at fair value in the Statement of Financial Position, and unrealized gains or losses are included in the Statement of Activities.

### ***Accounting for Contributions***

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore

are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services to the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the consolidated financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

### ***Functional Allocation of Expenses***

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

### ***Use of Estimates***

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

### ***Tax Status***

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's consolidated financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) are subject to examination by the IRS, generally for three years after filing.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are made by diversified investment managers whose performance is monitored by the Board of Trustees. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

## ***Fair Value Measurements***

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
  - quoted prices for similar assets or liabilities in active markets;
  - quoted prices for identical or similar assets in markets that are not active;
  - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
  - inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional promises to give and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5).
- Recurring measurement of beneficial interests in trusts (Note 6).
- Recurring measurement of line of credit (Note 8).



- Recurring measurement of bonds payable and interest rate swap (Note 9).
- Recurring measurement of deferred loans (Note 10).

### 3. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2016			2015		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 497,717	\$ (4,700)	\$ 493,017	\$ 578,576	\$ (5,855)	\$ 572,721
Fees for service	110,398	-	110,398	89,423	-	89,423
	<u>\$ 608,115</u>	<u>\$ (4,700)</u>	<u>\$ 603,415</u>	<u>\$ 667,999</u>	<u>\$ (5,855)</u>	<u>\$ 662,144</u>

### 4. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

### 5. Investments

Investments at fair value consist of mutual funds totaling \$15,900,471 and \$15,530,019 at December 31, 2016 and 2015, respectively.

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2016 and 2015, expenses relating to investment revenues, including management fees, amounted to \$66,376 and \$66,675, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is 5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for

identical investments as of the December 31, 2016. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

*Mutual funds:* Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

## 6. Beneficial Interest Held in Trust

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2016 and 2015, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$797,544 and \$779,238, respectively. The Organization received \$32,369 and \$31,674 from the funds in 2016 and 2015, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2016</u>	<u>2015</u>
Greenleaf	100%	\$ 375,595	\$ 377,884
Spaulding	100%	315,182	324,270
Cogswell	50%	247,658	254,706
Total		<u>\$ 938,435</u>	<u>\$ 956,860</u>

In 2016 and 2015, income distributed by these trusts was \$42,064 and \$41,829, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no

observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2014	\$ 1,865,853
Change in value of beneficial interest	<u>(129,755)</u>
Balance at December 31, 2015	1,736,098
Change in value of beneficial interest	<u>(119)</u>
Balance at December 31, 2016	<u>\$ 1,735,979</u>

## 7. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

	<u>2016</u>	<u>2015</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	7,938,789	7,821,572
Furniture, fixtures and equipment	699,160	697,565
Vehicles	88,391	88,391
Software	<u>166,592</u>	<u>166,592</u>
Subtotal	10,007,881	9,889,069
Less: accumulated depreciation	<u>(3,686,230)</u>	<u>(3,363,994)</u>
Total	<u>\$ 6,321,651</u>	<u>\$ 6,525,075</u>

## 8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2015, and was extended through June 30, 2017. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.75% at December 31, 2016), adjusted at each change in the index. At December 31, 2016, the balance on this line of credit was \$0.

## 9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty")

for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2016 and 2015 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2016 and 2015, the Organization recorded the swap liability position of \$1,168,384 and \$1,306,823, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2016, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2017	\$ 135,000
2018	140,000
2019	140,000
2020	150,000
2021	160,000
Thereafter	<u>3,755,005</u>
	<u>\$ 4,480,005</u>

**10. Deferred Loans - NHHFA**

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

**11. Endowment Funds**

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**Board-designated Investments**

As of December 31, 2016, the Board of Trustees had designated \$14,027,737 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

## **Donor-designated Endowments**

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

## **Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with Generally Accepted Accounting Principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations, there are no temporarily or permanently restricted funds in deficit.

## **Investment Policy**

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund

in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

### Spending Policy

The Organization's spending policy is 5% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2016 is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 475,050	\$ 1,397,684	\$ 1,872,734
Board-designated endowment funds	<u>14,027,737</u>	<u>-</u>	<u>-</u>	<u>14,027,737</u>
Total funds	<u>\$ 14,027,737</u>	<u>\$ 475,050</u>	<u>\$ 1,397,684</u>	<u>\$ 15,900,471</u>

Changes in endowment net assets as of December 31, 2016 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 13,728,041	\$ 416,360	\$ 1,385,618	\$ 15,530,019
Contributions	20,167		12,066	32,233
Investment income	1,014,837	141,219	-	1,156,056
Net assets released from restriction	<u>(735,308)</u>	<u>(82,529)</u>	<u>-</u>	<u>(817,837)</u>
Endowment net assets, end of year	<u>\$ 14,027,737</u>	<u>\$ 475,050</u>	<u>\$ 1,397,684</u>	<u>\$ 15,900,471</u>

## 12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised of the following:

	<u>2016</u>	<u>2015</u>
Program restrictions:		
Camp	\$ 96,925	\$ 59,009
Child abuse prevention	194,372	251,015
Early Intervention	7,000	52,130
Family counseling	44,588	33,951
Homecare	40,000	96,304
Teen and youth	133,350	204,344
Training	-	9,210
Subtotal	<u>516,235</u>	<u>705,963</u>
Capital campaign restrictions:		
Camp Pavillion	265,680	273,929
Camp Spaulding	299,000	348,776
Renovated teen center	232,037	248,611
Union Street	210,994	217,802
Subtotal	<u>1,007,711</u>	<u>1,089,118</u>
Cumulative appreciation on permanently restricted net assets	<u>475,050</u>	<u>416,360</u>
Total	<u>\$ 1,998,996</u>	<u>\$ 2,211,441</u>

## 13. Net Assets Released from Restriction

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose, or by the passage of time.

## 14. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2016 and 2015, respectively.



**15. Operating Leases**

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$129,338 and \$150,685 for the years ended December 31, 2016 and 2015, respectively.

**16. Concentrations of Risk**

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position.

**17. Subsequent Events**

Subsequent events have been evaluated through March 28, 2017, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

**Child and Family Services of New Hampshire**

Consolidated Schedule of Operating Expenses  
For the Year Ended December 31, 2016

(with comparative totals for the year ended December 31, 2015)

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2016 Total	2015 Total
Salaries and wages	\$ 399,854	\$ 782,504	\$ 1,382,818	\$ 975,384	\$ 290,351	\$ 1,529,732	\$ 76,035	\$ 90,614	\$ 6,700	\$ 5,533,992	\$ 810,567	\$ 324,632	\$ 6,669,191	\$ 6,433,758
Employee benefits	17,390	103,287	139,642	109,975	26,069	113,224	14,610	2,482	523	527,202	57,362	39,684	624,248	796,224
Payroll related costs	45,589	82,377	145,616	109,412	30,844	171,180	6,710	7,144	680	599,552	65,834	25,617	691,003	705,911
Mileage reimbursement	10,766	32,742	230,637	60,341	19,657	54,523	1,889	289	127	410,971	1,192	3,364	415,927	448,631
Contracted services	9,750	40,426	60,013	146,892	40,417	29,944	8,272	3,307	174,458	513,479	17,077	6,803	537,359	493,749
Accounting	-	-	-	-	-	-	-	-	-	-	28,650	-	28,650	24,804
Assistance to individuals	11,027	185,446	347,092	113,924	1,770	4,384	8,184	-	9,541	661,368	3,560	-	681,368	829,936
Communications	10,375	39,662	37,491	22,571	4,622	18,923	2,276	1,659	924	138,503	-	7,734	149,797	153,237
Conferences, conventions, meetings	2,731	4,526	3,012	9,851	579	1,285	252	2,729	517	25,482	32,277	4,271	62,030	39,733
Depreciation	26,099	66,471	74,816	69,596	10,439	12,179	6,960	5,220	1,740	273,520	48,716	-	322,236	306,607
In-kind contributions	-	75,928	138,207	240	-	-	-	-	3,547	217,922	8,180	-	226,102	164,488
Insurance	6,203	11,708	17,825	14,213	3,291	9,349	779	608	455	64,431	8,154	2,954	75,539	80,214
Interest	25,679	39,372	73,609	68,474	10,271	11,983	6,847	5,136	1,712	243,083	47,931	-	291,014	299,743
Legal	-	-	-	-	-	-	-	-	-	-	54,911	-	54,911	8,490
Membership dues	1,366	1,631	1,707	5,661	282	6,746	72	1,994	33	19,492	7,931	2,191	29,614	45,415
Miscellaneous	4,689	7,104	5,862	107,037	688	5,499	185	266	330	131,660	8,583	2,290	142,533	32,689
Occupancy	39,081	120,874	106,377	51,707	7,772	30,617	3,528	2,609	1,286	363,851	25,156	6,573	397,580	472,156
Printing and publications	518	4,876	5,442	11,267	843	4,869	968	417	2	29,202	5,122	29,476	63,800	67,508
Rental and equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
maintenance	8,529	15,134	25,755	23,238	3,689	6,264	2,232	1,713	780	87,334	14,548	1,440	103,322	99,563
Supplies	5,435	21,148	15,234	6,707	904	11,857	492	478	43	64,298	6,772	2,725	73,795	71,824
Travel	1,364	25,901	5,884	8,824	1,000	5,109	283	1,403	449	50,217	63	782	51,062	64,171
Current year totals	\$ 626,445	\$ 1,661,117	\$ 2,817,039	\$ 1,917,314	\$ 453,488	\$ 2,027,667	\$ 140,574	\$ 128,068	\$ 203,847	\$ 9,975,559	\$ 1,252,586	\$ 462,536	\$ 11,690,681	\$ 11,638,851
Prior year totals	\$ 647,488	\$ 1,626,193	\$ 2,941,118	\$ 2,003,028	\$ 455,791	\$ 1,944,488	\$ 132,619	\$ 104,919	\$ 255,987	\$ 10,011,631	\$ 1,205,401	\$ 421,819	\$ 11,638,851	\$ 11,638,851

See Independent Auditors' Report.

## **Board of Trustees**

December 5<sup>th</sup>, 2017

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**Borja Alvarez de Toledo**

*President/CEO*

**Lauren Adams**

**Suzanne Boulter, MD**

**Elaine Brody**

**Bill Conrad**

**Maria Devlin**

**Tiffany Diamond**

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**Marilyn Mahoney**

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**Ken Sheldon**

**Jeffrey Seifert**

**Stephanie Singleton**

**Jennifer Stebbins**

## Borja Alvarez de Toledo, M.Ed.

464 Chestnut Street, Manchester, NH 03105 / 603-518-4300  
alvarezdetoledob@cfsnh.org

### Professional Profile

- A seasoned leader with more than 15 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

### Professional Experience

**Child and Family Services of New Hampshire**  
Manchester, NH

December 2013- Present

*~ President and CEO*

- Responsible for program planning and development, insuring that CFS meets the community needs.
- Advance the public profile of CFS by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of CFS' assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

**Riverside Community Care**  
Dedham, MA

2009- 2013

*~ Division Director, Child and Family Services*

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

**The Guidance Center, Inc.**  
Cambridge, MA

1998 - 2009

*~ Chief Operating Officer*

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

**Private Practice in Psychotherapy and Clinical Consultation**  
Madrid, Spain

1992 - 1998

**~Adjunct Faculty**

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

**Centro Médico-Psicopedagógico**

Madrid, Spain

1994 - 1997

**~Clinical Coordinator/Director of Training.**

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

**ITAD (Institute for Alcohol and Drug Treatment),**

Madrid, Spain

1991- 1994

**~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program**

- Provided evaluation and treatment for chemically dependent adults and their families.

**~ Senior Family Therapist, Couples and Family Therapy Program**

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

**Charles River Health Management**

Boston, MA

1989 - 1991

**~ Senior Family Therapist, Home Based Family Treatment Program.**

**Education**

**Graduate Certificate of Business**

University of Massachusetts, Lowell, 2000.

**Master's Degree in Education**

Counseling Psychology Program. Boston University, 1989.

**B.A. in Clinical Psychology**

Universidad Pontificia de Comillas, Madrid, Spain. 1988

**Publications**

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (2<sup>nd</sup> ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19<sup>th</sup> Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14<sup>th</sup> Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice.* Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

**Languages**

Fluent in Spanish, French and Italian.

# Maria Gagnon, MSW

464 Chestnut Street ■ Manchester, NH 03105 ■ (603) 518-4362 ■ [gagnonm@cfsnh.org](mailto:gagnonm@cfsnh.org)

## SKILLS SUMMARY

~Project Management	~Non-Profit Operations	~Strategic Planning
~Project Evaluation	~Budget Development	~Staff Recruitment
~Data to Manage	~Local/Federal Grant Writing	~Staff supervision

## PROFESSIONAL EXPERIENCE

**Child and Family Services – Manchester, New Hampshire (2013 to present)**

**Senior Vice President, Chief Operating Officer**

- Work with management team to ensure acceptable standards of professional practice & responsiveness to community needs.
- Support and consult with management team in the assignment, supervision, evaluation & termination of employees.
- Participate in preparation of the annual budget, ensure agency programs are administered within budgetary provisions and maintain proper accounting of funds.
- Participate in developing and coordinating sound welfare programs in the community.
- Participate in community collaborations on the local, regional and national level to increase understanding of agency programs.

**FIRST – Manchester, New Hampshire (2011 to 2013)**

**Director, Corporate & Foundation Relationships**

- Manage team of eight to develop and cultivate strategic relationships with donor organizations to raise \$16 million annually. Responsible for hiring, training and supervising staff. Complete employee evaluations and develop goals for professional growth.
- Maintain and grow existing donor accounts by providing strategic vision, leadership, and direction. Set support level goals, develop short & long-term strategies and implement action plans to meet the growth objectives of *FIRST*. Work across departments to ensure adequate funding.
- Personally grew several major accounts by 50% in first year of position. Companies included Boeing, United Technologies, 3M and Grainger.
- Cultivated new relationships with several large companies including: Deloitte, Intel, MasterCard, Hitachi, Good Samaritan Society, AARP and the military.
- Create annual business plan, maintain accurate donor database, develop reports for agency leadership and participate in major event planning. Serve as spokesperson for the agency at national events.

**CHILD ADVOCACY CENTER – Hillsborough County, New Hampshire (2010 to 2011)**

**Executive Director**

- Provide strategic leadership & day to day management of the agency. Supervise 4 staff, 2 Americorp Advocates, & student interns. Report directly to the board of directors. Recruit & provide orientation to new board members.
- Grew agency in first year of leadership to include an additional staff person and three new services including: case management, extended forensic interviews and district court advocacy. Met rigorous standards for accreditation through the National Children's Alliance.
- Create annual work plan & budget. Manage funding to support agency operations, write grants and insure appropriate reporting to funding sources.
- Increased budget by 12% in FY2011; exceeded fundraising goals by 66% & served 10% more children. Secure agency funds through grants, contributions by cities & towns, fundraising events and business & individual donations.
- Successfully execute large fundraising events; utilizing staff and volunteer resources. Events include annual gala, triathlon, dance recital, special events & web-based appeal.

- Serve as spokesperson for the organization in the community, through local media outlets and social networks. Provide training to individuals working with children to help with identification of child abuse and to promote responsible reporting.

### **NEW FUTURES – Exeter, New Hampshire (2005 to 2009)**

#### **Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative**

- Manage \$5 million dollar investment of the New Hampshire Charitable Foundation & \$600,000 investment of the Open Society Institute. Manage & supervise 6 agencies and 15 staff across NH to implement this project.
- Implement evidence based treatment in five communities across the state. Have expanded use of evidence based practice from 1 agency to 7 in three years. Have provided training to more than 100 clinicians in New Hampshire on the use of evidence based treatment approaches.
- Project demonstrated successful outcomes consistent with or above national standards. Success includes reduction in substance use, decrease in illegal activity and alleviation of mental health symptoms. Clients report high treatment satisfaction.
- Create annual work plan and budget. Provide annual progress report to the New Hampshire Charitable Foundation & Open Society Institute.
- Develop data collection methods and identify target indicators. Utilize outcome data to make adjustments to programs to better serve youth, adults and their families.

### **RECLAIMING FUTURES – Concord, New Hampshire (2002 to 2005)**

#### **State Director**

- Wrote grant to secure \$1.3 million from the Robert Wood Johnson Foundation for Reclaiming Futures.
- Responsible for hiring, supervising and evaluating work of 6 program staff.
- Demonstrated success in 8 out of 13 project indices including: data sharing, partner involvement, client information, targeted treatment, treatment effectiveness, assessment, family involvement, access to services and involvement with pro-social activities.
- Facilitated 5 year strategic planning process in collaboration with state level advisory board. Developed and implemented yearly work plans.
- Institutionalized screening and assessment protocol in juvenile court system reaching 95% of youth across seven jurisdictions. Screen for risk and protective factors to facilitate connection to appropriate services. Expanded juvenile drug courts from 2 sites to 7 in four years with no additional resources.

### **ADDITIONAL PROFESSIONAL EXPERIENCE**

#### **THE YOUTH COUNCIL – Nashua, New Hampshire (1998-2002)**

Director of Operations and Program Development/Clinical Social Worker

#### **RIVIER COLLEGE – Nashua, New Hampshire (2009 to 2011)**

Adjunct Faculty, Communications Department Grant Writing Skills

**NATIONAL CONSULTANT & TRAINER – Train on substance abuse assessment tools in various locations across the country consult on adolescent treatment issues in juvenile justice (2005- 2011)**  
Completed feasibility study for the NH Dental Association (2011)

### **EDUCATION**

Master's Degree in Social Work (MSW)  
University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)  
Rivier College, 1991

**ANTHONY F. CHEEK, JR.**

464 Chestnut St.  
Manchester, NH 03105  
Phone: (603) 518-4113  
Email: cheekt@cfsnh.org

EXPERIENCE: Child & Family Services Manchester, NH  
01/11- Present **Vice President/CFO**

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.*

3/07- 1/11 Fountains America, Inc., Pittsfield, NH  
**Vice President/Director of Finance**

*Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.*

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH  
**Director of Finance (3/98-3/07)**

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.*

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve



- communication and optimize operations.
- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

***Assistant Controller (2/96-3/98)***

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

**Boyd's Potato Chip Co., Inc., Lynn, MA**  
***Controller/General Manager***

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:  
1986

***Bachelor of Science in Business Administration***  
**University of New Hampshire, Durham, NH**

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

**Objective:** To be a profound leader and mentor for individuals who care for, advocate for, and pay for the services impacting the lives of children, families, seniors, and the community. To work with a progressive and highly functioning team.

**Highlights of Qualifications:**

- ❖ Organized, reliable, and dedicated professional, with a proven track record of success in working independently and assuming increased responsibilities.
- ❖ Outstanding organizational skills, with a talent for “seeing the big picture.”
- ❖ Articulate and persuasive in written and verbal presentations.
- ❖ Advanced numerous individual and business relationships into long term partnerships.

**Education:**

University of New Hampshire Durham, NH	1983 Bachelor of Science – Nursing
St. Joseph Community College Windham, ME	½ of required credits completed to achieve Master of Science – Health Care Administration.
Certified Fund Raising Executive	2005

**Experience:**

**2006 – Current Home Care Program Director, Child and Family Services**

- ❖ Lead and direct program development, operations, fiscal management, and quality assurance.
- ❖ Care provider supervision, training, and management
- ❖ Oversee the referrals, admissions, and person centered plans of care for over 900 clients annually.

**2001 – 2006 Director Development & Community Relations, VNA of Manchester & So. NH**

- ❖ Met or exceeded budget raising \$1,000,000 in average annual support.
- ❖ Established VNA Legacy Society with eight members in first year.
- ❖ Established Donor and Memorial Recognition Tree with 83 leafs, acorns, and stones added in one year.
- ❖ Hosted Bi-Monthly Cable Access Television Show bringing health information to viewers.

**1997 – 2001 Director Planning & Development, VNA of Manchester & So. NH**

- ❖ Established and implemented successful and progressive development programs.
- ❖ Authored and published: Newsletters, brochures, case statements, funding proposals.
- ❖ Implemented and oversaw the annual sales and marketing plan, promoting services while developing and maintaining relationships with physicians, referring facilities, and payers.
- ❖ Led the strategic planning initiatives including market research, interviews, the annual board retreats as well as leading and overseeing work plan implementation.

**1986 – 1997 Director Specialty Services, VNA of Manchester & So. NH (formerly Elliot)**

Director of Home Health Services, responsible for clinical and financial success of business unit.

- ❖ Responsible for clinical, financial performance and regulatory compliance.

**Community/Volunteer:**

Past President:	Kiwanis Club of Manchester, NH	Active Member 1994 – Current
Graduate:	Leadership Manchester	2002
Chair & Past Sec.	Manchester Regional Area Committee on Aging	2000 - 2015

## Child and Family Services of New Hampshire

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$180,000	0	0
Maria Gagnon	COO	\$102,586	0	0
Anthony Cheek	CFO	\$100,339	0	0
Dorothy Gove	Program Director	\$74,568	60%	\$44,741

16 Mar



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

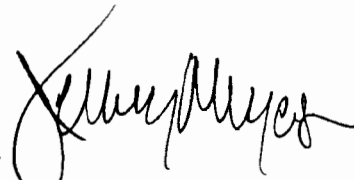
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>



**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androskoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctcn Intake Unit

4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA &amp; Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95
8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149



Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-03)



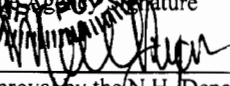
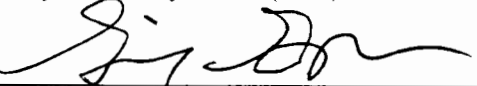
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child and Family Services		1.4 Contractor Address 464 Chestnut Street P.O Box 448 Manchester, NH 03105-0448	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$2,334,480.04
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory BORJA AWARIZ DE TOLEDO President & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>11/22/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Notary Public or Justice of the Peace  <u>Marybeth D'Amico</u>			
1.132 Name and Title of Notary or Justice of the Peace <u>MARYBETH D'Amico Administrative Asst</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>11/30/16</u> <u>Maureen Ryan, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Contractor Initials JA  
Date 11/27/16

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials SA  
Date 11/22/16



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the following service areas:
  - 1.3.1. Hillsborough County.
  - 1.3.2. Merrimack County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.





- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

- 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
  - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
  - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services

- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

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

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

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list. in accordance with He-E 501.14 (f) and He-E 502.13.

2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.

2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer

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working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

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- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### **4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.

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- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet  
Hillsborough County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	30,823	\$9.58	\$295,284.34
In Home Care Services (Title III)	1/2 Hour	3,118	\$9.58	\$29,870.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	520	\$12.50	\$6,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	75	\$24.50	\$1,837.50

<b>07/01/2017 through 06/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	61,646	\$9.58	\$590,568.68
In Home Care Services (Title III)	1/2 Hour	6,236	\$9.58	\$59,740.88
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$12.50	\$13,000.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$24.50	\$3,675.00

<b>07/01/2018 through 09/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	15,412	\$9.58	\$147,646.96
In Home Care Services (Title III)	1/2 Hour	1,559	\$9.58	\$14,935.22
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	260	\$12.50	\$3,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	38	\$24.50	\$931.00

**Exhibit B-2 Rate Sheet  
Merrimack County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	30,823	\$9.58	\$295,284.34
In Home Care Services (Title III)	1/2 Hour	3,118	\$9.58	\$29,870.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	520	\$12.50	\$6,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	75	\$24.50	\$1,837.50

<b>07/01/2017 through 06/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	61,646	\$9.58	\$590,568.68
In Home Care Services (Title III)	1/2 Hour	6,236	\$9.58	\$59,740.88
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$12.50	\$13,000.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$24.50	\$3,675.00

<b>07/01/2018 through 09/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	15,412	\$9.58	\$147,646.96
In Home Care Services (Title III)	1/2 Hour	1,559	\$9.58	\$14,935.22
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	260	\$12.50	\$3,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	38	\$24.50	\$931.00

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**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;





- 7.3. 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:

8. **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:
- 8.1. **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.
  - 8.2. **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.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
  - 9.2. **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.
10. **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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. 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
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

11/22/16  
Date

Contractor Name: CHILD AND FAMILY SERVICES A NH

Name: SOFIA ALVAREZ DE TOLEDO

Title: President CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Child and Family Service NH*

*[Signature]*

Name: *Solra Alvarez de Toledo*  
Title: *President & CEO*

11/22/16  
Date





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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

11/22/16  
Date

Contractor Name: Child and Family Services of NH  
[Signature]  
Name: Brija Alvarez de Toledo  
Title: President of CEO



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

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

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

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

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

Exhibit G

Contractor Initials

*RA*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

11/22/16  
Date

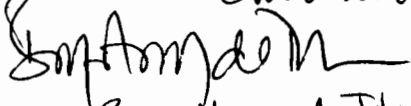
Contractor Name: Child and Family Services of NH  
  
Name: Rosa Alvarez de Toledo  
Title: President & CEO

Exhibit G

Contractor Initials RAF

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

Date 11/22/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Child and family service of NH

11/22/16  
Date

[Signature]  
Name: Soja Alvarez de Toledo  
Title: President & CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

SAF



Exhibit I

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

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

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

BAF

11/22/16



Exhibit I

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

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

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

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

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

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





Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

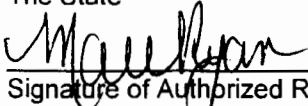
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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

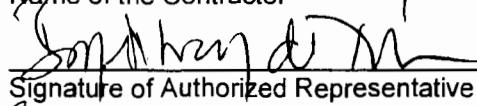


Exhibit I

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

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

\_\_\_\_\_  
 The State  
  
 Signature of Authorized Representative  
 Maureen Ryan  
 Name of Authorized Representative  
 Director, OHS  
 Title of Authorized Representative  
 11/30/14  
 Date

Child and Family Services of NH  
 Name of the Contractor  
  
 Signature of Authorized Representative  
 Soija Alvarez de Toledo  
 Name of Authorized Representative  
 President & CEO  
 Title of Authorized Representative  
 11/22/16  
 Date

Contractor Initials 

Date 11/22/16



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

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

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

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

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

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

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

11/22/16  
Date

Contractor Name: Child and Family Services of NH  
[Signature]  
Name: Bolfe Alvarez de Toledo  
Title: President & CEO



**FORM A**

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

1. The DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cornerstone VNA (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 178 Farmington Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$106,208.20 from \$218,622.42 to read: \$324,830.62.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/23/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Cornerstone VNA

1-11-2018  
Date

Julie A. Reynolds  
Name: Julie A. Reynolds  
Title: CEO

Acknowledgement of Contractor's signature:

State of N.H., County of Coverdell on 1/11/2018, before the undersigned officer, personally appeared the person identified directly 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.

Suzan P. Leone  
Signature of Notary Public or Justice of the Peace

\_\_\_\_\_  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6/29/2021



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



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

OFFICE OF THE ATTORNEY GENERAL

1/23/2018  
Date

*John Conforti*  
Name: John Conforti  
Title: Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



**Exhibit B-1 Rate Sheet, Amendment #1**

**In Home Care, In Home Health Aide, In Home Nursing Services**

**01/01/2017 through 06/30/2017 Service Units**

<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,364	\$9.58	\$60,967.12
In Home Care Services (Title III)	1/2 Hour	0	\$9.58	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	120	\$12.50	\$1,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

**07/01/2017 through 06/30/2018 Service Units**

<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	12,728	\$10.06	\$128,043.68
In Home Care Services (Title III)	1/2 Hour	0	\$10.06	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	239	\$13.13	\$3,138.07
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

**07/01/2018 through 06/30/2019 Service Units**

<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	12,728	\$10.06	\$128,043.68
In Home Care Services (Title III)	1/2 Hour	0	\$10.06	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	239	\$13.13	\$3,138.07
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

Contractor Initials: 

Date: 1-11-18



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Cornerstone VNA

Name, Title, and Agency Name

Julie A. Reynolds  
Signature Julie A. Reynolds

1-11-2018

Date

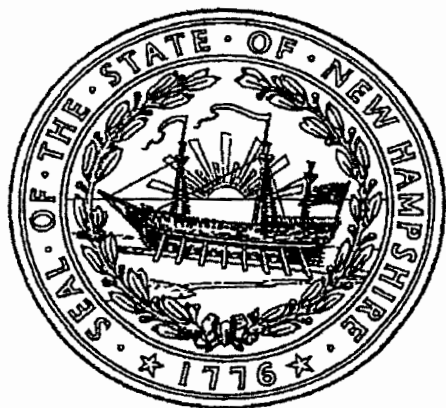
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CORNERSTONE VNA is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 04, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64220



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of January A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Ruth Henderson, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Cornerstone VNA.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 01/11/2018:

(Date)

**RESOLVED:** That the Chief Executive Officer

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 11th day of January, 2018.

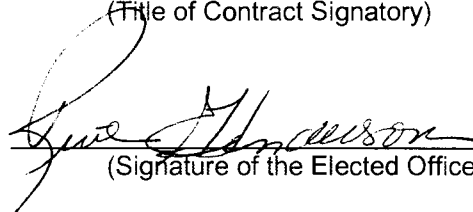
(Date Contract Signed)

4. Julie A. Reynolds is the duly elected Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 11 day of Jan., 2018.

By Ruth Henderson  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/29/2021





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2018

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).

<b>PRODUCER</b> HBL Group LLC Insurance Agency 9 Colonial Way Suite A  Barrington NH 03825  <b>INSURED</b> CornerStone VNA 178 Farmington Road  Rochester NH 03867		<b>CONTACT NAME:</b> deb gifford <b>PHONE (A/C, No, Ext):</b> (603) 280-4200 <b>E-MAIL ADDRESS:</b> deb@hblgrouppllc.com <b>FAX (A/C, No):</b> (603) 280-4199  <b>INSURER(S) AFFORDING COVERAGE</b> NAIC # <b>INSURER A:</b> Philadelphia Insurance Companies <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES** CERTIFICATE NUMBER: CL1762701255 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b>						
A	CLAIMS-MADE X OCCUR		PHPK1674490	7/1/17	7/1/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	GENERAL LIAB		PHPK1674490	7/1/2017	7/1/2018	MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ INCL
GEN'L AGGREGATE LIMIT APPLIES PER:						PL/GL
	POLICY	PRO-JECT	LOC			GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
<b>AUTOMOBILE LIABILITY</b>						
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	x UMBRELLA LIAB	OCCUR	PHUB589839	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 2,000,000 DED RETENTION \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b> sleone@cornerstonevna.org  State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord, NH 03301	<b>CANCELLATION</b> 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 Judie Dionne/JUDIE
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2018

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).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>855 874-0123</b>		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> CornerStone VNA 178 Farmington Road Rochester, NH 03867	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Technology Insurance Company, I		42376
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>TWC3651658</b>	<b>07/01/2017</b>	<b>07/01/2018</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT <b>\$500,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$500,000</b> E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>

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

**RE: Evidence of Insuance**

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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  <i>See Note</i>
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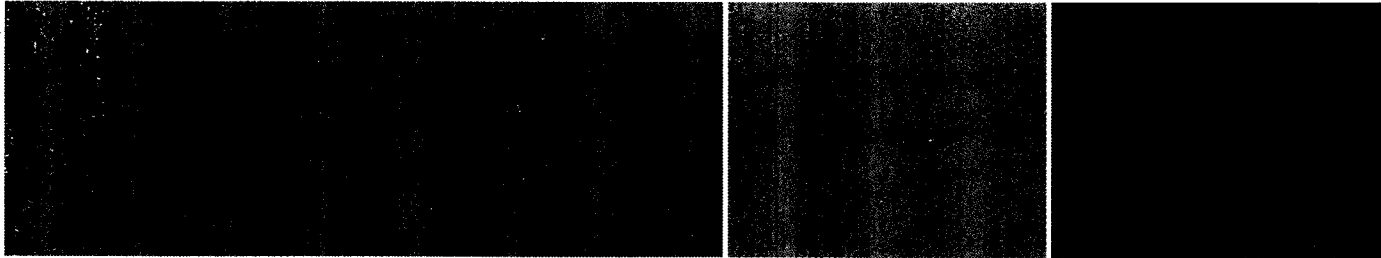


**CORNERSTONE VNA**  
HOME • HEALTH • HOSPICE

*Trusted Care since 1913*

## MISSION STATEMENT

“Our mission is to promote the optimum level of well-being, independence and dignity of those living in the community by providing trusted, compassionate and expert health care.”



**CORNERSTONE VNA**



**FINANCIAL STATEMENTS**

December 31, 2016 and 2015

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Cornerstone VNA

We have audited the accompanying financial statements of Cornerstone VNA, which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP); this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cornerstone VNA as of December 31, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. GAAP.

*BerryDunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 16, 2017

**CORNERSTONE VNA**

**Balance Sheets**

**December 31, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 1,359,297	\$ 966,317
Patient accounts receivable, less allowance for uncollectible accounts of \$112,710 in 2016 and \$155,815 in 2015	1,566,949	1,634,791
Prepaid expenses	<u>102,429</u>	<u>129,216</u>
Total current assets	<b>3,028,675</b>	2,730,324
Investments and assets limited as to use	1,741,205	1,633,109
Beneficial interest in perpetual trust	830,143	827,141
Property and equipment, net	<u>529,716</u>	<u>572,855</u>
Total assets	<b><u>\$ 6,129,739</u></b>	<b><u>\$ 5,763,429</u></b>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 266,474	\$ 263,037
Accrued payroll and related expenses	755,324	683,251
Deferred revenue	477,996	426,248
Current portion of obligation under capital lease	<u>8,241</u>	<u>-</u>
Total current liabilities	<b>1,508,035</b>	1,372,536
Long-term liabilities		
Obligation under capital lease, excluding current portion	<u>26,080</u>	<u>-</u>
Total liabilities	<b><u>1,534,115</u></b>	<b><u>1,372,536</u></b>
Net assets		
Unrestricted	3,765,481	3,563,752
Permanently restricted	<u>830,143</u>	<u>827,141</u>
Total net assets	<b><u>4,595,624</u></b>	<b><u>4,390,893</u></b>
Total liabilities and net assets	<b><u>\$ 6,129,739</u></b>	<b><u>\$ 5,763,429</u></b>

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

**CORNERSTONE VNA**

**Statements of Operations**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$10,497,601	\$ 9,690,313
Provision for bad debt	<u>(64,213)</u>	<u>(148,430)</u>
Net patient service revenue	<b>10,433,388</b>	9,541,883
Grants	<b>132,374</b>	89,739
Municipal appropriations	<b>65,375</b>	69,966
United Way	<b>7,501</b>	7,625
Other revenue	<u><b>175</b></u>	<u>2,098</u>
Total operating revenue	<b><u>10,638,813</u></b>	<b><u>9,711,311</u></b>
Operating expenses		
Salaries and benefits	<b>8,591,296</b>	8,106,609
Professional fees and contract services	<b>195,291</b>	85,884
Transportation	<b>320,588</b>	334,067
Program supplies and expense	<b>816,692</b>	581,475
Occupancy	<b>37,182</b>	36,197
Depreciation	<b>112,856</b>	145,614
Interest expense	<b>860</b>	-
Other operating expenses	<u><b>527,458</b></u>	<u>507,155</u>
Total operating expenses	<b><u>10,602,223</u></b>	<b><u>9,797,001</u></b>
Operating income (loss)	<u><b>36,590</b></u>	<u>(85,690)</u>
Other revenue and gains (losses)		
Contributions	<b>51,285</b>	57,744
Investment income	<b>52,842</b>	77,710
Change in fair value of investments	<u><b>61,012</b></u>	<u>(53,363)</u>
Total other revenue and gains (losses)	<b><u>165,139</u></b>	<b><u>82,091</u></b>
Excess (deficit) of revenues over expenses and increase (decrease) in unrestricted net assets	<b><u>\$ 201,729</u></b>	<b><u>\$ (3,599)</u></b>

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

**CORNERSTONE VNA**

**Statements of Changes in Net Assets**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Excess (deficit) of revenues over expenses and increase (decrease) in unrestricted net assets	\$ 201,729	\$ (3,599)
Permanently restricted net assets		
Change in fair value of beneficial interest in perpetual trust	<u>3,002</u>	<u>(21,788)</u>
Change in net assets	204,731	(25,387)
Net assets, beginning of year	<u>4,390,893</u>	<u>4,416,280</u>
Net assets, end of year	<u>\$ 4,595,624</u>	<u>\$ 4,390,893</u>

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

**CORNERSTONE VNA**

**Statements of Cash Flows**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 204,731	\$ (25,387)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	112,856	145,614
Provision for bad debt	64,213	148,430
Change in fair value of investments	(61,012)	53,363
Change in fair value of beneficial interest in perpetual trust held by others	(3,002)	21,788
(Increase) decrease in the following assets		
Patient accounts receivable	3,629	(333,806)
Prepaid expenses	26,787	27,823
Increase in the following liabilities		
Accounts payable	3,437	89,628
Accrued payroll and related expenses	72,073	87,071
Deferred revenue	<u>51,748</u>	<u>58,699</u>
Net cash provided by operating activities	<u>475,460</u>	<u>273,223</u>
Cash flows from investing activities		
Purchases of investments	(106,083)	(175,066)
Proceeds from sale of investments	58,999	101,505
Capital expenditures	<u>(27,277)</u>	<u>(20,419)</u>
Net cash used by investing activities	<u>(74,361)</u>	<u>(93,980)</u>
Cash flows from financing activities		
Principal payments on obligation under capital lease	<u>(8,119)</u>	<u>-</u>
Net increase in cash and cash equivalents	392,980	179,243
Cash and cash equivalents, beginning of year	<u>966,317</u>	<u>787,074</u>
Cash and cash equivalents, end of year	\$ <u>1,359,297</u>	\$ <u>966,317</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	\$ 860	\$ -
Acquisition of equipment through a capital lease	\$ 42,440	\$ -

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

# CORNERSTONE VNA

## Notes to Financial Statements

December 31, 2016 and 2015

### 1. Summary of Significant Accounting Policies

#### Organization

Cornerstone VNA (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide home health, hospice, and community health promotion services in Rochester, New Hampshire and the surrounding communities.

#### Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### Use of Estimates

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

#### Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

The Association has cash deposits, including certain investments, in financial institutions, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

#### Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.



**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 155,815	\$ 98,261
Provision	64,213	148,430
Write-offs	<u>(107,318)</u>	<u>(90,876)</u>
Balance, end of year	<u>\$ 112,710</u>	<u>\$ 155,815</u>

The change in the provision was primarily due to increased Medicare denials, a home health industry-wide issue.

**Investments**

Investments in equity and debt securities are reported at fair value. Investment income and the recognized change in fair value are included in the excess (deficit) of revenues over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

**Assets Limited As To Use**

Assets limited as to use consist of assets designated by the board or restricted by donors.

**Beneficial Interest in Perpetual Trust**

The Association is an income beneficiary of a perpetual trust administered by others. Although the Association does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Association. There are no restrictions on the use of this income. The Association's share of trust principal is recognized as permanently restricted net assets at fair value. Changes in fair value are recognized as increases and/or decreases in the permanently restricted net assets. Annual income distributions are recognized as increases in unrestricted net assets.

**Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

## CORNERSTONE VNA

### Notes to Financial Statements

December 31, 2016 and 2015

#### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose. There were no temporarily restricted net assets for the years ended December 31, 2016 and 2015.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity.

#### **Patient Service Revenue**

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

#### **Deferred Revenue**

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

#### **Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**2. Investments and Assets Limited as to Use**

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 205,746	\$ 196,853
Certificates of deposit	413,892	409,339
Debt instruments		
U.S. Government and agency	25,038	25,179
Corporate	<u>174,812</u>	<u>156,735</u>
Total debt instruments	<u>199,850</u>	<u>181,914</u>
Marketable equity securities	356,386	317,359
Mutual funds		
Equity funds	365,389	333,858
Fixed income funds	128,337	117,737
International funds	71,605	76,049
Beneficial interest in perpetual trust	<u>830,143</u>	<u>827,141</u>
Total investments	<u>\$ 2,571,348</u>	<u>\$ 2,460,250</u>
Comprised of:		
Long-term assets (undesignated)	\$ 534,576	\$ 522,757
Board designated assets limited as to use	1,206,629	1,110,352
Beneficial interest in perpetual trust	<u>830,143</u>	<u>827,141</u>
Total investments	<u>\$ 2,571,348</u>	<u>\$ 2,460,250</u>

**Fair Value of Financial Instruments**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

# CORNERSTONE VNA

## Notes to Financial Statements

December 31, 2016 and 2015

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair market values of the Association's investments are measured on a recurring basis using level 1 inputs, with the exception of corporate bonds, which are measured using level 2 inputs based on quoted market prices of similar assets, and the beneficial interest in perpetual trust which is measured at level 3 inputs based on the Association's share of the quoted market prices of the assets included in the trust held by the trust administrators.

Investment income and gains (losses) for investments and assets limited as to use, cash equivalents, and other investments are included in other revenue and gains (losses) and changes in permanently restricted net assets and are comprised of the following:

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Investment income	\$ 52,842	\$ 77,710
Change in fair value of investments	61,012	(53,363)
Permanently restricted net assets		
Change in market value in beneficial interest in perpetual trust	<u>3,002</u>	<u>(21,788)</u>
Total	<u>\$ 116,856</u>	<u>\$ 2,559</u>

The following table sets forth a summary of the change in the fair value of the level 3 beneficial interest in perpetual trust:

December 31, 2014	\$ 848,929
Change in market value	<u>(21,788)</u>
December 31, 2015	827,141
Change in market value	<u>3,002</u>
December 31, 2016	<u>\$ 830,143</u>

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**3. Property and Equipment**

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 50,485	\$ 50,485
Land improvements	48,532	48,532
Building and improvements	837,005	837,005
Furniture, fixtures, and equipment	<u>1,159,904</u>	<u>1,090,187</u>
 Total cost	 2,095,926	 2,026,209
 Less accumulated depreciation	 <u>1,566,210</u>	 <u>1,453,354</u>
 Property and equipment, net	 <u>\$ 529,716</u>	 <u>\$ 572,855</u>

**4. Leases**

The Association leases software under a noncancelable capital lease. Future minimum lease payments under this lease are:

2017		\$ 9,054
2018		9,054
2019		9,054
2020		<u>9,054</u>
		36,216
Less amount reported as interest at 2.659%		<u>1,895</u>
		34,321
Less current portion		<u>8,241</u>
Obligation under capital lease, excluding current portion		<u>\$ 26,080</u>

The total amount capitalized was \$42,440 in 2016. Amortization expense was \$8,119 in 2016.

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2016 and 2015

5. Patient Service Revenue

Patient service revenue is as follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 7,837,119	\$ 7,386,095
Medicaid	284,804	337,152
Other third-party payers	1,755,349	1,549,723
Private pay	<u>620,329</u>	<u>417,343</u>
Total	<u>\$10,497,601</u>	<u>\$ 9,690,313</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$497,729 and \$261,309 for the years December 31, 2016 and 2015, respectively.

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions and United Way and municipal appropriations.

6. Retirement Plan

The Association has a 403(b) retirement plan. The retirement plan expense was \$143,851 and \$132,450 for the years ended December 31, 2016 and 2015, respectively.

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**7. Functional Expenses**

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ <b>9,585,280</b>	\$ 8,872,070
Administrative and general	<u>1,016,943</u>	<u>924,931</u>
Total	<u>\$10,602,223</u>	<u>\$ 9,797,001</u>

**8. Concentration of Risk**

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable by funding source:

	<u>2016</u>	<u>2015</u>
Medicare	76 %	73 %
Other	<u>24</u>	<u>27</u>
Total	<u>100 %</u>	<u>100 %</u>

**9. Malpractice Insurance**

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at December 31, 2016 and 2015, nor are there any unasserted claims or incidents, which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**10. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through March 16, 2017, which is the date the financial statements were available to be issued.



**CORNERSTONE VNA**  
HOME • HEALTH • HOSPICE

*Trusted Care since 1913*

## **Cornerstone VNA Board of Directors 2017**

### **Board Member**

### **Position**

Susan Gaudiello

President

Sharla Rollins

Vice President

Ruth Henderson

Secretary

Paul Drager, J.D.

Treasurer

Jean Corvinus

Immediate Past President

Archana Bhargava, MD

Cathy DiPentima

Jacqueline Fitzpatrick, RN, MS, NP, CNE

Brian Gasbarro

Greg Hopkins

Melissa Sabina

Frank Smart



## JULIE REYNOLDS

### **PROFESSIONAL EXPERIENCE:**

**Cornerstone VNA (formerly Rochester District VNA)** 2013 – Present

*Chief Executive Officer* – Responsible for Board Relations, Program Development, Staffing and Personnel, Fiscal Management, Community Relationships.

**Rochester District Visiting Nurse Association dba Your VNA**

Formerly Rural District VNA 1997 – 2013

**RN, Chief Clinical Officer** – Responsible for Clinical Administration and overall agency administrator in the absence of the Chief Executive Officer.

Responsible for the ongoing coordination, supervision of Team Managers, Support Service Manager, Rehab Manager, Social Work Manager and Nursing Specialty staff. Supervised and coordinated the Senior Companion Program/Volunteer Visitor Program through training and interacting with volunteers, companions and administration. Function as Agency liaison with other health care practitioners and represent the agency in community and state activities; especially with the Discharge Coordinators, Social Services at hospitals, physicians and other referral sources.

**RN, Nursing Coordinator** - 1994 - 1997

Supervision and coordination of the Home Care Program. Participated in all activities relevant to the professional services provided.

**Home Health VNA** 1988 – 1994

*Staff Nurse and Team Leader*

**Hale Hospital** 1987

*Nurse Manager*

*Staff RN*

1984 - 1987

*Staff LPN*

1978 – 1984

### **EDUCATION:**

2008 Master of Science - Management  
New England College

2005 Bachelor Degree – Health Care Administration  
Granite State College

Management Seminars

1993 Diabetic Educator Certificate Program  
Dartmouth Hitchcock Medical Center

1984 Associate Degree in Science of Nursing  
Northern Essex Community College

1978 Licensed Practical Nurse  
Whittier Regional Vocational – Technical College

### **PROFESSIONAL AFFILIATIONS:**

Home Care Association of New Hampshire  
Rural Home Care Network

# JANICE M.R.HOWARD

## OBJECTIVE

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Coordination and oversight of all aspects of care provided by Companions, In Home Care Services Staff/HMK, Licensed Nursing Assistants, Personal Care Service Providers, as well as the Life Care Administrative Assistant. Attends meetings and other events as appropriate; functioning as an agency liaison in community/state activities. Maintain compliance with federal, state, and local regulatory agencies. Promote a positive work environment for all agency staff.

## WORK EXPERIENCE

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2013 to Present Cornerstone VNA – *Life Care Director* (April 2014 title change to *Life Care Director* March 6, 2013 Cornerstone VNA Rochester NH

### *Support Services & Adult Day Care Manager*

- Responsible for coordination of services, increasing our visibility in the community. Accepting referrals to department and supporting Home Care Aides/Homemakers in their roles.
- Ensure quality and safe operations of the Adult Day Center, in compliance with Agency policy & procedures and state regulations
- Supervision, coordination, and oversight of all aspects of care provided by Companions, Homemakers, and Personal Care Service Providers.
- Supervision of Support Services employees & Scheduler
- Promote a positive work environment

2002-2004 RRDVNS & Hospice Rochester, NH  
*HMK Coordinator* (HCA Coordinator as of 1/1/03).

- Supervise and Coordinate Homemaking staff
- Responsible for coordination of services, accepting referrals to department and supporting Home Care Aides/Homemakers in their roles.
- Case management for homemaking only clients.
- Complete Homemaker referral process and verify reimbursement documentation.
- Promote a positive work environment

2000-2002 RRDVNS & Hospice Rochester, NH

### *Medical Supply Coordinator*

- Ordering of supplies.
- Inventory
- Supervise assistant supply coordinator
- Complete cost comparison two times per year.

1999-2002 RRDVNS & Hospice Rochester, NH

*HCA/HMK Scheduler*

- Schedule HMK and HCA's.
- Check day sheets for errors.
- Entered patient information into database, generate Pt. P.O.C.
- Schedule and coordinate HCA/HMK Introduction to services.
- Assisted supervisor with other office tasks as needed.

1988-2000 Rural District VNA Farmington, NH

*Certified Nursing Assistant*

- Assisted patients with ADL's and other tasks designated by the patient individual plan of care

## EDUCATION

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1989 Home Health Aide Certification Mark H. Wentworth Home Portsmouth, NH

1980-1981 Certified Nursing Assistant Program Rochester Manor, Inc.  
Rochester, NH

1974-1977 Farmington High School Farmington, NH  
College Preparatory Course of study.  
Media & Communications 1975-1977

## SKILLS

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Windows 95/98, Office 97.

Able to manage Excel spreadsheets.

Work and communicate well with others.

## COMMITTEES

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2013- Present Cornerstone VNA Safety Committee

2013- Present Business Development

2013- Present Tracking Team

2013- Present Cornerstone VNA Advancement Committee

2001-2002 Ergonomics Team RRDVNS & Hospice

1994-1997 Professional Advisory Committee Rural District VNA

1995-1996 Safety Committee Rural District VNA

CHERYL BERGMAN

PROFESSIONAL HISTORY

CORNERSTONE VNA, Rochester, NH 2008-present  
BILLING/BILLING MANAGER

CIGNA/HEALTHSOURCE NH, Concord, NH 1997-1999  
POINT OF SERVICE CLAIMS SUPERVISOR

- Resolved complex claims issues.
- Acted as a resource for staff and other departments.
- Reviewed high dollar claims for accuracy.
- Participated in internal and external audits. Ensured customer services standards were met.
- Summarized, analyzed and provided feedback to individuals and management on the results of claims metrics.
- Ensured that appropriate ethical standards, business and employment practices were communicated, enacted and monitored for full compliance.
- Created a high performance work culture by hiring, developing and retaining the highest quality people.
- Ensured staff had all tools necessary to meet production and quality standards.

HEALTH SOURCE, NH, Concord, NH 1994-1999  
CLAIMS ANALYST/SENIOR CLAIMS ANALYST

- Adjudicated Point of Service claims and determined eligibility of charges by following manual guidelines.
- Identified possible Coordination of Benefits, Workers Compensation and Subrogation cases.
- Contacted medical service providers to obtain missing information for claims processing.
- Maintained suspended bills and processed on a timely basis.
- Revised claims processing manuals.
- Assisted other analysts with questions.

WILLIS CORROON OF NEW HAMPSHIRE, Rochester, NH 1990-1994  
GROUP CLAIMS SPECIALIST

- Adjudicated self funded claims and conducted investigations.
- Maintained close contact with clients to ensure proper interpretation and servicing of their insurance plans.
- Assisted in resolution of problems and addressed issues for subscribers.
- Administered short term and total disability benefits.

Coordinated company stop-loss reimbursements.  
Assisted with new account implementation and renewal processing.  
Reviewed plan documents for updating.

PRUDENTIAL INSURANCE COMPANY, Lawrence, MA & Albany, NY 1984-1986; 1988-1989  
GROUP CLAIMS EXAMINER

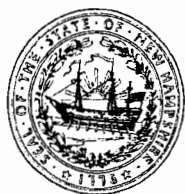
Adjudicated claims and determined eligibility of charges.  
Verified coverage and researched information to avoid duplication.  
Confirmed coverage and benefits.  
Assisted in resolution of problems and addressed issues for subscribers and company contacts.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Julie Reynolds	Chief Executive Officer	159,900	.05%	\$799.50
Janice Howard	Life Care Director	62,000	5%	\$3100.00
Cheryl Bergman	Billing Manager	50,624	1%	\$506.00

16 Mar



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888

Maureen U. Ryan  
Director of Human  
Services

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.



Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

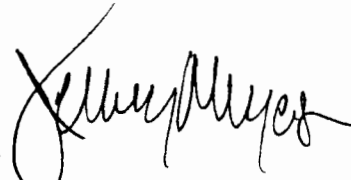
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>



**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prtctn Intake Unit

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA &amp; Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95
8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149

4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-04)

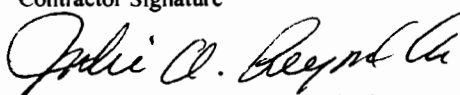
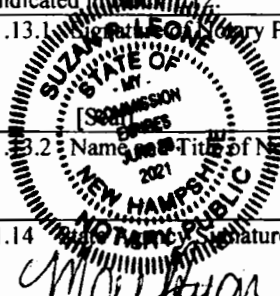
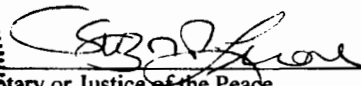
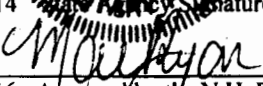
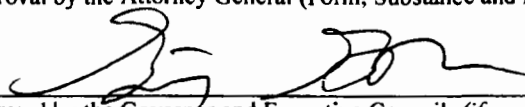
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Cornerstone VNA		1.4 Contractor Address 178 Farmington Road Rochester, NH 03867	
1.5 Contractor Phone Number 603-332-1133	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$218,622.42
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Julie A. Reynolds, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>CARROLL</u>  On <u>Nov. 16, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Name of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne P. Leone, Notary			
1.14 Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Strafford County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),

  
11/17/16





- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



**2.2.1. Access to Services**

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
  - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
  - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
  - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those





services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

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

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

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
  - 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
  - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.
- 2.2.10. E-Studio Electronic Information System
- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
  - 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
  - 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

#### 2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

### 3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### **4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

*qh*



Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



**Exhibit B-1 Rate Sheet**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>			
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>
In Home Care Services (Title XX)	1/2 Hour	6,364	\$9.58
In Home Care Services (Title III)	1/2 Hour	0	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	120	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$60,967.12
			\$0.00
			\$1,500.00
			\$0.00

<b>07/01/2017 through 06/30/2018 Service Units</b>			
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>
In Home Care Services (Title XX)	1/2 Hour	12,728	\$9.58
In Home Care Services (Title III)	1/2 Hour	0	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	239	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$121,934.24
			\$0.00
			\$2,987.50
			\$0.00

<b>07/01/2018 through 09/30/2018 Service Units</b>			
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>
In Home Care Services (Title XX)	1/2 Hour	3,182	\$9.58
In Home Care Services (Title III)	1/2 Hour	0	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	60	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$30,483.56
			\$0.00
			\$750.00
			\$0.00

Contractor Initials: 

Date: 11-17-16



**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
  
12. **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.
  
13. **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:
  - 13.1. 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.
  
14. **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.
  
15. **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.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

**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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

11/17/2016

Date

  
Name: Julie Reynolds  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

11/17/2016

Date

  
Name: Julie Reynolds  
Title: CEO



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/17/2016  
Date

  
Name: Julie Reynolds  
Title: CEO



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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


Contractor Name:

11/17/2016  
Date

  
Name: Julie Reynolds  
Title: CEO

Exhibit G

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

Contractor Initials 



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

11/17/2016  
Date

  
Name: Julie Reynolds  
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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





Exhibit I

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

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

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

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Exhibit I

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

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

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

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

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

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

A handwritten signature in black ink, appearing to be 'J' or 'S' with a flourish.



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

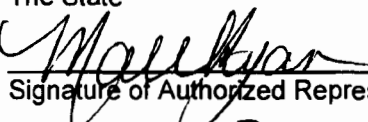
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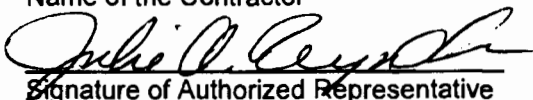


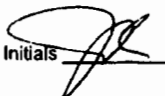
Exhibit I

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

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

\_\_\_\_\_  
 The State  
  
 Signature of Authorized Representative  
 Maureen Ryan  
 Name of Authorized Representative  
 Director, OHS  
 Title of Authorized Representative  
 11/30/16  
 Date

Cornerstone VNA  
 Name of the Contractor  
  
 Signature of Authorized Representative  
 Julie A. Reynolds  
 Name of Authorized Representative  
 Chief Executive Officer  
 Title of Authorized Representative  
 11/17/2016  
 Date

Contractor Initials   
 Date 11-17-16



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

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

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

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

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

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

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

Contractor Name: *Cornerstone VNA*

11/17/2016  
Date

*Julie Reynolds CEO*  
Name: Julie Reynolds  
Title: CEO



**FORM A**

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

1. The DUNS number for your entity is:     N/A
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

    X     NO                                 YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

           NO                                 YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Franklin VNA & Hospice (hereinafter referred to as "the Contractor"), a non-profit corporation 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 December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$55,897.70 from \$115,084.54 to read: \$170,982.24.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1





**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Franklin VNA & Hospice

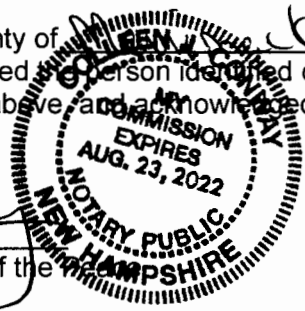
12/29/17  
Date

Barbara Normandin  
Name: Barbara Normandin  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire county of Rockingham on 12/29/17, before the undersigned officer, personally appeared Barbara Normandin, a person identified directly 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.

Colleen Conway  
Signature of Notary Public or Justice of the Peace



Colleen S Conway  
Name and Title of Notary or Justice of the Peace

My Commission Expires: Aug 23, 2017



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services

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

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

[Signature]  
Name: Megan A. Kelly  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	3,095	\$9.58	\$29,650.10
In Home Care Services (Title III)	1/2 Hour	337	\$9.58	\$3,228.46
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,190	\$10.06	\$62,271.40
In Home Care Services (Title III)	1/2 Hour	674	\$10.06	\$6,780.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$13.13	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

07/01/2018 through 06/30/2019 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,190	\$10.06	\$62,271.40
In Home Care Services (Title III)	1/2 Hour	674	\$10.06	\$6,780.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$13.13	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

Contractor Initials: *bn*

Date: *1/9/18*



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
      - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

BN

12/29/17

# New Hampshire Department of Health and Human Services



## Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

BN

12/29/17

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Barbara Normandin, Executive Director, Franklin VNA & Hospice

Name, Title, and Agency Name

Barbara Normandin

Signature

12/29/17

Date

# 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 registered to transact business in New Hampshire on November 13, 1944. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65719



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of January A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Cheri Caruso, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Visiting Nurse Association of Franklin DBA Franklin VNA & Hospice.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on December 28, 2017 :  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of December, 2017.  
(Date Contract Signed)

4. Barbara Normandin is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Cheri M Caruso, VP  
(Signature of the Elected Officer)

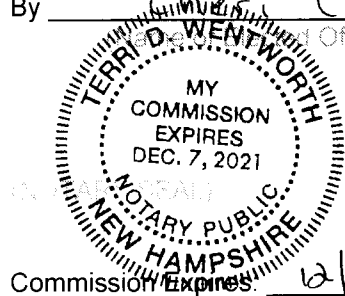
STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 29 day of December 2017.

By Cheri Caruso  
(Name of Elected Officer of the Agency)

Terrill Wentworth  
(Notary Public/Justice of the Peace)



Commission Expires: 12/7/21





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2018

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Gail Shaw <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> gshaw@crossagency.com
<b>INSURED</b> Visiting Nurse Association of Franklin, DBA: 75 Chestnut Street  Franklin NH 03235	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: American Alternative Ins Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER: 2018-2019 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>X</b>	<b>COMMERCIAL GENERAL LIABILITY</b>					
<b>A</b>	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		305489604	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		105063401	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
<b>A</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		535061704	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	DED    RETENTIONS					
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE    OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
<b>A</b>	<b>PROFESSIONAL LIABILITY</b>		270034204	1/1/2018	1/1/2019	Limit each claim \$2,000,000 Aggregate Limit \$2,000,000

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

**CERTIFICATE HOLDER**

Marsha.Lamarre@dhhs.nh.gov

Department of Health and Human Services  
 Bureau of Contracts & Procurement  
 Contracts Specialist: Marsha M. Lamarre  
 129 Pleasant Street  
 Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Schneiderman/GMS

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DATE (MM/DD/YYYY)  
 1/05/2018

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Technology Insurance Company, Inc. NAIC # 42376 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED VNA of Franklin 75 Chestnut Street Franklin, NH 03235	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR_WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED                      RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		TWC3651592	07/01/2017	07/01/2018	PER STATUTE              OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

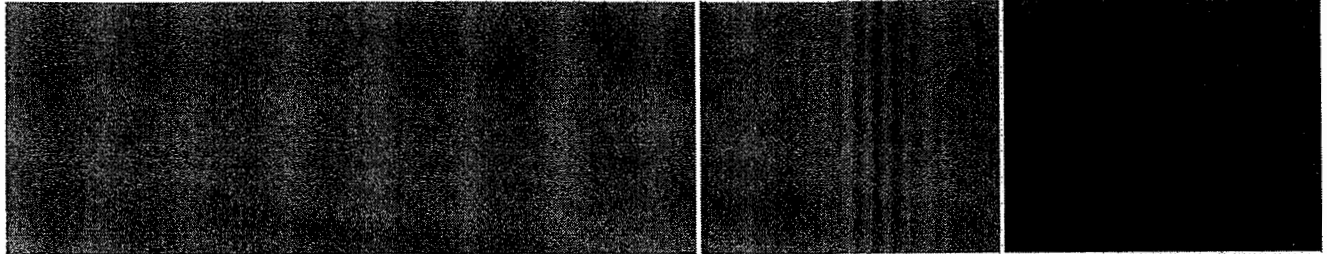
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**This certificate covers all operations usual and customary to the insureds business as a home healthcare and hospice provider.**

<b>CERTIFICATE HOLDER</b> Bureau of Contracts & Procurement Department of Health and; Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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 <i>See Note</i>
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## **MISSION STATEMENT**

The mission of the Visiting Nurse Association of Franklin is to provide quality home health care, Hospice care, and education to individuals and families in our communities so that they may reach their highest level of independence.



*Franklin*   
*VNA & Hospice*

FINANCIAL STATEMENTS

December 31, 2016 and 2015

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
The Visiting Nurse Association of Franklin  
d/b/a Franklin Visiting Nurse Association & Hospice

We have audited the accompanying financial statements of The Visiting Nurse Association of Franklin d/b/a Franklin Visiting Nurse Association & Hospice, which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors  
The Visiting Nurse Association of Franklin  
d/b/a Franklin Visiting Nurse Association & Hospice  
Page 2

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Visiting Nurse Association of Franklin d/b/a Franklin Visiting Nurse Association & Hospice as of December 31, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
February 28, 2017

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Balance Sheets**

**December 31, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 724,695	\$ 758,611
Patient accounts receivable, less allowance for uncollectible accounts of \$67,343 in 2016 and \$69,385 in 2015	355,427	305,639
Prepaid expenses	<u>24,689</u>	<u>21,305</u>
Total current assets	1,104,811	1,085,555
Investments	2,369,278	2,246,870
Property and equipment, net	<u>104,286</u>	<u>91,607</u>
Total assets	<u>\$ 3,578,375</u>	<u>\$ 3,424,032</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 36,658	\$ 33,470
Accrued payroll and related expenses	127,306	117,688
Deferred revenue	<u>135,367</u>	<u>127,343</u>
Total current liabilities	299,331	278,501
Net assets		
Unrestricted	<u>3,279,044</u>	<u>3,145,531</u>
Total liabilities and net assets	<u>\$ 3,578,375</u>	<u>\$ 3,424,032</u>

---

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

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Statements of Operations and Changes in Net Assets**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 2,247,955	\$ 1,984,702
Provision for bad debt	<u>(12,000)</u>	<u>(17,000)</u>
Net patient service revenue	2,235,955	1,967,702
Other operating revenue	<u>123,658</u>	<u>124,057</u>
Total operating revenue	<u>2,359,613</u>	<u>2,091,759</u>
Operating expenses		
Salaries and benefits	1,785,417	1,675,383
Other operating expenses	571,869	484,658
Depreciation	<u>23,833</u>	<u>26,428</u>
Total operating expenses	<u>2,381,119</u>	<u>2,186,469</u>
Operating loss	<u>(21,506)</u>	<u>(94,710)</u>
Other revenue and gains (losses)		
Investment income	49,213	55,101
Contributions	13,242	13,259
Change in fair value of investments	<u>92,564</u>	<u>(48,102)</u>
Total other revenue and gains (losses)	<u>155,019</u>	<u>20,258</u>
Excess (deficit) of revenues over expenses and increase (decrease) in unrestricted net assets	133,513	(74,452)
Net assets, beginning of year	<u>3,145,531</u>	<u>3,219,983</u>
Net assets, end of year	<u>\$ 3,279,044</u>	<u>\$ 3,145,531</u>

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



**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Statements of Cash Flows**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 133,513	\$ (74,452)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	23,833	26,428
Provision for bad debt	12,000	17,000
Change in fair value of investments	(92,564)	48,102
Increase in the following assets		
Patient accounts receivable	(61,788)	(35,683)
Prepaid expenses	(3,384)	(1,046)
Increase in the following liabilities		
Accounts payable and accrued expenses	3,188	1,303
Accrued payroll and related expenses	9,618	2,750
Deferred revenue	8,024	17,120
Net cash provided by operating activities	<u>32,440</u>	<u>1,522</u>
Cash flows from investing activities		
Purchase of investments	(909,458)	(924,619)
Proceeds from sale of investments	879,614	888,743
Capital expenditures	<u>(36,512)</u>	<u>(4,246)</u>
Net cash used by investing activities	<u>(66,356)</u>	<u>(40,122)</u>
Net decrease in cash and cash equivalents	(33,916)	(38,600)
Cash and cash equivalents, beginning of year	<u>758,611</u>	<u>797,211</u>
Cash and cash equivalents, end of year	<u>\$ 724,695</u>	<u>\$ 758,611</u>

---

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

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**VISITING NURSE ASSOCIATION OF FRANKLIN**

**dba FRANKLIN VNA & HOSPICE**

*75 Chestnut Street Franklin, NH 03235 (603)934-3454*

**BOARD OF DIRECTORS 04/2017 - 04/2018**

---

Effective 04/25/17

**NAME**

Becker, Sally

Caruso, Cheri

Elliott, Judy

Gala Grano, Oscar

Grzelak, Karen

Jones, Jon

Jones, Judy

Kubat, Susan

Morin, Bob

# **Barbara Normandin**

## **EMPLOYMENT**

### **Franklin VNA & Hospice**

**Franklin, NH**

*2011 – Present*

*Executive Director*

*February 2015 – Present*

*Home Care Clinical Manager*

*September 2011 – February 2015*

### **Community Health and Hospice, Inc.**

**Laconia, NH**

*1995 – 2010*

*Registered Nurse Case Manager/Telehealth Coordinator*

*May 2009 – August 2010*

*Nursing Program Manager*

*August 2002 – May 2009*

*Registered Nurse Case Manager*

*February 1995 – July 2002*

### **Lakes Region General Healthcare**

**Laconia, NH**

*1992 – 1995*

*Clinical Staff Nurse*

*May 1993 – February 1995*

*Licensed Nursing Assistant*

*September 1992 – May 1993*

*Student Nurse Extern*

*May 1992 – August 1992*

## **EDUCATION**

**NH Technical Institute**

**Concord, NH**

*May 1993*

*Associate Degree in Nursing with Honors*

## **LICENSURE**

*Registered Nurse, State of New Hampshire*

Christine G. Fournier, RN

**Work Experience:**

Franklin VNA & Hospice, Franklin

2006-Present

Position: Clinical Manager

2015

Responsibilities: Has primary responsibility for the direction, coordination and supervision of the health services provided by the agency to individuals and families. Supervises and oversees all clinical staff for the Home Care and Hospice programs, along with the Supportive Services staff. Cooperates with the Executive Director in controlling costs and maintaining a sound organization.

Position: Clinical Quality Improvement Coordinator

2010-2014

Responsibilities: Direct and manage clinical improvement initiatives; ensure regulatory compliance; promote improved health care outcomes; establish a vision and direction for the Quality Improvement (QI) program within the framework of current regulation and existing program work plans.

Position: Primary Care Nurse

2006-2010

Responsibilities: Make initial patient evaluation visit. Make initial newborn assessment. Prepare nursing care plans for infants, pediatric and adult patients. Monitor growth and development of pediatric client. Perform lab testing and cardiopulmonary and neurological assessments, as needed, of newborn and pediatric patients. Monitor growth and development of pediatric patients; assess environment and educate family appropriately. Continuous communication with physician, reporting all findings.

LRGHealthcare, Franklin

2003-2006

Position: Staff Nurse, Surgical Services PACU/Ambulatory

Responsibilities: Provide direct patient care during both the preoperative and immediate post-operative time period. Collaborate with surgeons, CRNA's and other members of the nursing staff to provide a professional and safe environment for surgical patient.

Tilton Family Health Care, Tilton

2001-2002

Position: Staff Nurse

Responsibilities: Perform triage, phlebotomy and assist MD's with minor surgical procedures. Collaborate with MD's, ARNP's, other nurses and office support staff to provide optimum health care to patients. Access patient medication assistance programs. Administer adult and child immunizations.

LRGHealthcare, Franklin

1999-2001

Position: Staff Nurse, Med/Surg

Responsibilities: Develop and implement individual patient care plans. Administer medication, including intravenous medications. Assess IV sites. Provide wound care. Collaborate with MD's, Nursing, Rehab and Respiratory Services and Care Management for optimum patient outcomes and eventual discharge.

Fidelity House, Inc. Lawrence, MA

1993-1998

Position: Case Manager

Responsibilities: Human Services Case Manager serving a population of developmentally disabled adults living independently within the Greater Lawrence community. Develop and implement individual service plans. Attend weekly meetings on client caseload. Monitor medical care and appointments. Provide employment liaison. Assist with ADL's and independent living skills.

**Certifications:**

BLS Basic Life Support

ACLS Advanced Cardiac Life Support

**Education:**

New Hampshire Technical Institute, Concord, NH  
Associate Degree in Nursing

1999

References available upon request

# Colleen J. Conway

## SKILLS

Management of period close	Management reporting	Supervise internal audit program
Job costing & reconciliations	Develop departmental plans and objectives	A-133 Federal Compliance and Reporting
Strong software knowledge	Direct, forecast, and analyze projects	Completion of Federal Tax Returns
Budget development and cash flow analysis	Internal control development	Supervisory experience
Direct financial accounting functions	Compute and document income distribution plan	Membership and fund development with community outreach experience

## EXPERIENCE

2016-2017

**BOOKKEEPER, Wicked Accurate Bookkeeping, Bristol, NH 03220.**

The Bookkeeper is a Financial/Office position assisting the Controller with;

- Daily processing of Transactions:
  - Accounts Payable,
  - A/R,
  - Payroll
  - Inventory
- processes all financial transactions for multiple clients with the primary goal of ensuring a high degree of accuracy and quality.

2015-2016

**BOOKKEEPER, Hart's Turkey Farm Restaurant, Meredith, NH 03253.**

The Bookkeeper is a Financial/Office position assisting the Controller with;

- Assist in the daily operations of the finance office and its personnel including:
  - Accounts Payable,
  - A/R,
  - Payroll
  - Inventory
- processes, tracks, and reports all financial transactions with the primary goal of ensuring a high degree of accuracy and quality.

2008-2015

**FINANCE MANAGER, Northeast Resource Recovery Association, Epsom, NH 03235.**

The Finance Manager is a department head position responsible for supervising, directing, and managing all administrative and technical aspects of the Finance Department;

- oversees a \$9+ million budget;
- directs the daily operations of the finance office and its personnel including:
  - Accounts Payable,
  - A/R,
  - Payroll
  - Fixed Assets and General Ledger
- processes, tracks, and reports all financial transactions with the primary goal of ensuring a high degree of accuracy and quality.

2006-2007

**SENIOR MUNICIPAL ACCOUNTANT, Mason & Rich P.A., Concord, NH 03301.**

A key member of the M+R team of professionals who conduct audits for Municipal clients to determine the effectiveness of controls,

- accuracy of financial records and efficiency of operations
- reviewing records, analyzing including: plan, conduct, advise and report

2003-2005

**STAFF ACCOUNTANT**, Plodzick and Sanderson, PA, 193 North Main St., Concord, NH 03301. A key member of the P&S team of professionals who conduct audits for clients to determine the effectiveness of controls, accuracy of financial records and efficiency of operations, Primarily assigned compliance audits of Federal Programs for schools and towns.

2001-2003

**DIRECTOR OF RESOURCE DEVELOPMENT AND OUTREACH**, Concord Area Trust for Community Housing (CATCH), 79 State St., Concord, NH 03301.

Responsible for the overall growth and development of resources, support, outreach and public relations for the organization.

- Works with the membership, an active board of directors and committed staff to foster community awareness, develop ongoing relationships, and raise funds to provide access to land and housing for persons of low and moderate income. Construct and manage departmental budget including events and supervise staff involvement with all fundraising tasks.

1994-2001

**DIRECTOR OF OPERATIONS**, Lakes Region Conservation Trust, Center Harbour, NH 03226.

Oversee staff of three in relation to the daily operations of the organization including finance, membership and development, land acquisition, stewardship and public relations, while assisting the president with major fund development, within a budget of \$400,000.

**MEMBERSHIP & DEVELOPMENT DIRECTOR**, Responsible for the organization, management, analysis and coordination of fund development strategies. Assist in structuring of grant proposals including budgets. Maintain relations with current members and volunteers as well as increasing membership through outreach and communications. Coordinate capital campaign drives by assisting the executive director and lead volunteers. Assist in the production of publications and publicity materials.

**OFFICE MANAGER**, Responsible for the organization, management, and coordination of all internal financial and office related tasks. Completion of all external financial reporting; maintenance of data base including collection, analysis and coordination of fund development strategies.

1993-1994

**OFFICE MANAGER**, The Sant Bani Press, PO Box 337, Tilton, NH 03276

Organize and maintain financial accounting systems, including A/P, G/L, A/R, P/R, and financial statements. Oversee office functions.

1990-1993

**FINANCIAL MANAGER**, Laconia Clinic (Phycor), 724 N. Main Street, Laconia, NH 03246

Oversee staff of 5 in relation to maintaining financial accounting systems, including A/P, G/L, A/R, P/R, and financial statements.

**INTERIM BUSINESS OFFICE MANAGER**, Oversee staff of 7 in relation to medical billing and collection.

1988-1990

**ACCOUNTANT**, First NH Banks, PO Box 130, Laconia, NH 03246

Supervision of reconciliation personnel with duties consisting of reconciling all correspondent bank accounts and official checks.

**GENERAL LEDGER COORDINATOR**, Maintain subsidiary ledgers for general ledger.

1986-1987

**BOOKKEEPER/OFFICE MANAGER**, Howard Lubricants, Inc., PO Box 6209, Laconia NH 03246

Accounting functions in a computerized office.

1983-1986

**ACCOUNTS PAYABLE**, Keith Construction, US Rt. 3, Tilton, NH 03276

Maintain A/P for approximately 300-500 vendors.



## EDUCATION

- Accounting Degree (AS + credits toward BS), Southern New Hampshire University
- High School Diploma (Business/College), Franklin Jr., Sr., High School, Franklin NH
- Leadership Greater Concord, class of 2003

## COMPUTER SKILLS

- Microsoft Office Suit
- Accounting Packages: **Quickbooks**, Multi Ledger, Quicken, Realworld, Great Plains, Peachtree Accounting, Fund-Master, Raisers Edge for Fundraising
- Other: FormsXpert, Tax Edition, Filemaker

## AFFILIATIONS

- BPO Elks, 2015/16 Treasurer Lodge #1280
- Rotary
- CONFR
- Association of Fund Raising Professionals

## REFERENCES

Described by supervisors as: Excellent job knowledge, keenly aware of operating costs, A true self-starter, achieves a higher than normal output, easily grasps new ideas, adept at setting priorities, motivational with subordinates.

**Contractor Name: Visiting Nurse Association of Franklin**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Barbara Normandin	Executive Director	\$ 97,868	.01	\$ 979
Christine Fournier	Support Service Supervisor	\$ 78,000	.40	\$ 31,200
Colleen Conway	Business Manager	\$ 61,416	.03	\$ 1,842



16  
max

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**  
**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen U. Ryan  
 Director of Human  
 Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9203 1-800-351-1888  
 Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

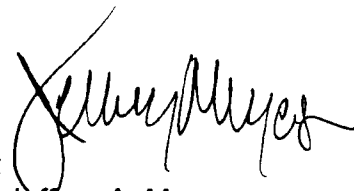
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:  
Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>



05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prtctn Intake Unit

4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Bidder Name

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Androscoggin Valley Home Care
2. Area Home Care Family Services
3. Child & Family Services (Hillsborough CO)
4. Child & Family Services (Merrimack CO)
5. CornerStone VNA
6. Franklin VNA & Hospice
7. Lake Sunapee Region VNA & Hospice
8. Lakes Region Community Services (Belknap CO)
9. Lakes Region Community Services (Grafton CO)
10. Lakes Region Community Services (Sullivan CO)
11. North Country Home Health & Hospice Agency (Coos Co)
12. North Country Home Health & Hospice Agency (Grafton CO)
13. Northwoods Home Health & Hospice
14. The Homemakers Health Services
15. Visiting Nurse Home Care & Hospice of Carroll County
16. VNA at HCS, Inc.

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-05)

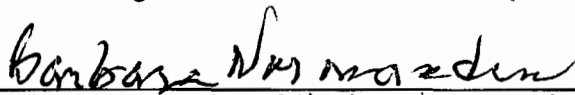
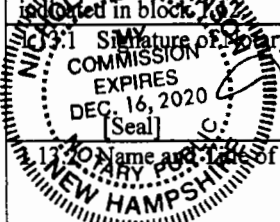
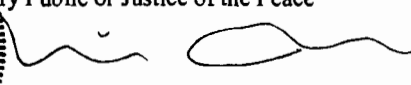
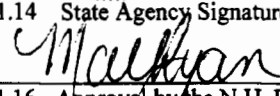
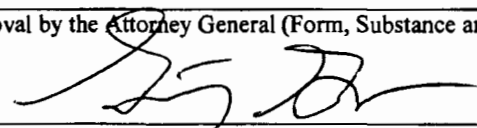
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Franklin VNA & Hospice		1.4 Contractor Address 75 Chestnut Street Franklin, NH 03235	
1.5 Contractor Phone Number 603-934-3454	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$115,084.54
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Barbara Normandin Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>November 22, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.19 Signature of Notary Public or Justice of the Peace  			
1.20 Name and Title of Notary or Justice of the Peace Nicholas Johnson, Finance Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/6/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Contractor Initials BN  
Date 11/22/16

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Merrimack County. The Contractor shall ensure service areas include the towns of:
  - 1.3.1. Andover, Boscawen, Canterbury, Franklin, Hill, Northfield, Salisbury, Webster.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).



- 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
  - 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
  - 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.



- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;



- 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
  - 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
    - 2.1.2.1. Receive referrals from an individual's health care provider(s).
    - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:





2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
  - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
  - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
  - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

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

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

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer

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working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

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2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### **4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

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Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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Exhibit B-1 Rate Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	3,095	\$29,650.10
In Home Care Services (Title III)	1/2 Hour	337	\$3,228.46
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$0.00

07/01/2017 through 06/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,190	\$59,300.20
In Home Care Services (Title III)	1/2 Hour	674	\$6,456.92
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$0.00

07/01/2018 through 09/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	1,548	\$14,829.84
In Home Care Services (Title III)	1/2 Hour	169	\$1,619.02
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$0.00

Contractor Initials: *BN*

Date: *11/27/16*



**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. 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:**

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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11/22/16

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

Barbara Normandin  
Name: Barbara Normandin  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

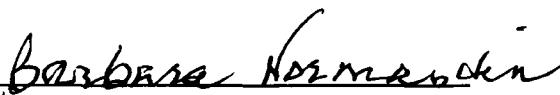
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

  
Name: Barbara Normandin  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

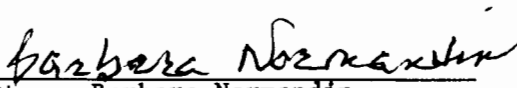
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

  
Name: Barbara Normandin  
Title: Executive Director





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

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

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

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

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

Exhibit G

Contractor Initials

*BNS*

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

Date

*11/2/16*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

Barbara Normandin  
Name: Barbara Normandin  
Title: Executive Director

Exhibit G

Contractor Initials

BA

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

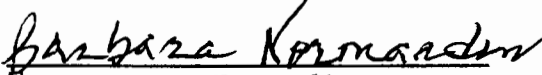
  
Name: Barbara Normandin  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

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11/22/16



Exhibit I

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

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

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

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Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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Exhibit I

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

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

<p>_____ The State</p> <p><u>Maureen Ryan</u> Signature of Authorized Representative</p> <p><u>Maureen Ryan</u> Name of Authorized Representative</p> <p><u>Director, OHS</u> Title of Authorized Representative</p> <p><u>12/6/16</u> Date</p>	<p><u>Franklin VNA &amp; Hospice</u> Name of the Contractor</p> <p><u>Barbara Normandin</u> Signature of Authorized Representative</p> <p><u>Barbara Normandin</u> Name of Authorized Representative</p> <p><u>Executive Director</u> Title of Authorized Representative</p> <p><u>11/22/16</u> Date</p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

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

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

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

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

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

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

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

  
Name: Barbara Normandin  
Title: Executive Director



**FORM A**

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

1. The DUNS number for your entity is: 013925176
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



---

**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, 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 Homemakers Health Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 215 Rochester Hill Road, Rochester, NH 03867-1701.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$713,525.84 from \$1,468,695.68 to read: \$2,182,221.52
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

12-27-17  
Date

The Homemakers Health Services  
Ronald P. Indorf  
Name: Ronald P. Indorf  
Title: Pres., Board of Directors

Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on 12/27/17, before the undersigned officer, personally appeared the person identified directly 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.

Donna E. Elliott  
Signature of Notary Public or ~~Justice of the Peace~~

Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_



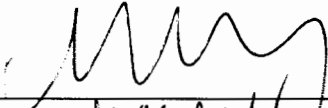
**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



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

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

  
Name: William A. L. White  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	40,360	\$9.58	\$386,648.80
In Home Care Services (Title III)	1/2 Hour	2,761	\$9.58	\$26,450.38
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	450	\$12.50	\$5,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	37	\$24.50	\$906.50

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	80,719	\$10.06	\$812,033.14
In Home Care Services (Title III)	1/2 Hour	5,521	\$10.06	\$55,541.26
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	900	\$13.13	\$11,817.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	74	\$25.73	\$1,904.02

<b>07/01/2018 through 06/30/2019 Service Units</b>				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	80,719	\$10.06	\$812,033.14
In Home Care Services (Title III)	1/2 Hour	5,521	\$10.06	\$55,541.26
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	900	\$13.13	\$11,817.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	74	\$25.73	\$1,904.02

The Homemakers Health Services  
 Exhibit B-1 Rate Sheet, Amendment #1

Contractor Initials: 



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed





Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

Attachment A – Amendment #1

**ATTESTATION**

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

RONALD P. LINDSEY PRESIDENT OF BOARD OF DIRECTORS

Name, Title, and Agency Name

HOMEMAKER HEALTH SERVICES

[Handwritten Signature]

Signature

12-27-17

Date

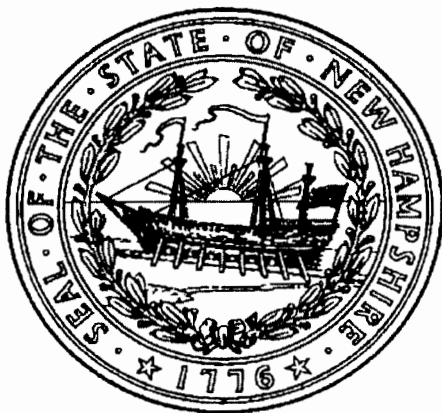
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE HOMEMAKERS HEALTH SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 29, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65585



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of December A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Susan Reid, do hereby certify that:  
(Name of the elected Officer of the Agency) (cannot be contract signatory)

1. I am a duly elected Officer of The Homemakers Health Services.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 05/19/2016:  
(Date)

**RESOLVED:** That the President of the Board of Directors  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27 day of December, 2017.  
(Date Contract Signed)

4. Ronald Indorf is the duly elected President of the Board of Directors  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

*Susan Reid*  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

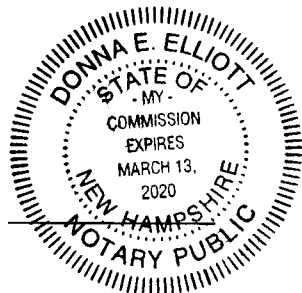
The forgoing instrument was acknowledged before me this 27<sup>th</sup> day of Dec., 2017.

By \_\_\_\_\_  
(Name of Elected Officer of the Agency)

*Donna E. Elliott*  
(Notary Public Justice of the Peace)

NOTARY SEAL

Commission Expires:



# CERTIFICATE OF VOTE

I, Susan Reid, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory.)

1. I am a duly elected Officer of The Homemakers Health Services.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 05/19/2016:  
(Date)

**RESOLVED:** That the President of the Board of Directors  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 27 day of December, 2017.  
(Date Contract Signed)

4. Ronald Indorf is the duly elected President of the Board of Directors  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

*Susan Reid*  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

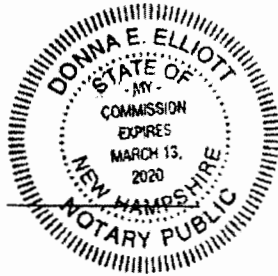
The forgoing instrument was acknowledged before me this 27<sup>th</sup> day of Dec., 2017.

By *Susan Reid* (see)  
(Name of Elected Officer of the Agency)

*Donna E. Elliott*  
(Notary Public/Justice of the Peace)

NOTARY SEAL:

Commission Expires:



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/14/2017

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).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>855 874-0123</b>		FAX (A/C, No):
	E-MAIL ADDRESS:		
<b>INSURED</b> The Homemakers Health Services 215 Rochester Hill Rd Rochester, NH 03867	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Great American Insurance Co.		16691
	INSURER B : AmGUARD Insurance Co.		42390
	INSURER C :		
	INSURER D :		
	INSURER E :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		PAC205977900	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CAP205978000	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K		EXC205978100	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	HOWC817400 3A States:NH	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire, Department of Health and Human Services 129 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b> 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 <i>See Note</i>
---	---

## **Mission Statement**

Our mission is to provide comprehensive health care and supportive services to enhance the lives of individuals in need so that they may remain safely in their home.

**AUDITED FINANCIAL STATEMENTS**  
**THE HOMEMAKERS HEALTH SERVICES, INC.**  
**ROCHESTER, NEW HAMPSHIRE**  
**JUNE 30, 2017**



CONTENTS

INDEPENDENT AUDITOR'S REPORT . . . . .	Page 3
AUDITED FINANCIAL STATEMENTS:	
Balance Sheets . . . . .	4
Statements of Operations . . . . .	5
Statements of Changes in Net Assets . . . . .	6
Statements of Cash Flows . . . . .	7- 8
NOTES TO FINANCIAL STATEMENTS . . . . .	9-18

PEACH & MCPHERSON  
CERTIFIED PUBLIC ACCOUNTANTS  
110 WASHINGTON AVENUE  
NORTH HAVEN, CONNECTICUT 06473  
TELEPHONE (203)234-9426

INDEPENDENT AUDITOR'S REPORT

To The Board of Directors of  
The Homemakers Health Services, Inc.  
Rochester, New Hampshire

**Report on the Financial Statements**

We have audited the accompanying financial statements of The Homemakers Health Services, Inc. which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Homemakers Health Services, Inc. as of June 30, 2017 and 2016, and the results of its operations, changes in net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.



North Haven, Connecticut  
October 17, 2017

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

BALANCE SHEETS

June 30, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current Assets:		
Cash and Cash Equivalents	\$ 146,347	\$ 372,273
Investments	19,860	17,557
Accounts Receivable	205,673	312,568
Accounts Receivable – Other	7,877	-
Grants Receivable	100,250	64,725
Prepaid Expenses	<u>23,981</u>	<u>7,408</u>
Total Current Assets	503,988	774,531
Property and Equipment, Net	1,069,628	1,038,885
Assets Limited as to Use:		
Cash and Cash Equivalents	<u>32,538</u>	<u>29,804</u>
Total	<u>\$1,606,154</u>	<u>\$1,843,220</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Current Portion of Long-Term Debt	\$ 11,800	\$ 11,417
Accounts Payable and Accrued Expenses	120,448	75,848
Accrued Payroll and Related Withholdings	109,647	126,667
Estimated Third-Party Payor Reserves	<u>29,318</u>	<u>29,318</u>
Total Current Liabilities	271,213	243,250
Long-Term Debt, Net of Current Portion	<u>125,684</u>	<u>137,484</u>
Total Liabilities	<u>396,897</u>	<u>380,734</u>
Net Assets:		
Unrestricted	1,176,719	1,432,682
Temporarily Restricted	<u>32,538</u>	<u>29,804</u>
Total Net Assets	<u>1,209,257</u>	<u>1,462,486</u>
Total	<u>\$1,606,154</u>	<u>\$1,843,220</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

STATEMENTS OF OPERATIONS

For the Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating Revenue:		
Net Patient Service Revenue	\$1,856,193	\$2,156,730
Provision for Uncollectible Accounts	( 181,137 )	( 154,130 )
Net Patient Service Revenue, Less Provision for Uncollectible Accounts	1,675,056	2,002,600
Contributions, Bequests, Memorials and Fund Raising	70,162	146,340
Grant Revenue	797,794	793,775
Other Revenue	1,574	19,127
Interest Income	813	537
Net Assets Released From Restrictions Used For Operations	2,224	12,459
Total Operating Revenue	<u>2,547,623</u>	<u>2,974,838</u>
Operating Expenses:		
Salaries and Related Expenses	2,320,303	2,615,815
Professional Fees and Contracted Services	88,304	104,175
Transportation	113,339	131,135
Space Occupancy	52,820	77,734
Other	251,975	293,554
Interest	5,020	5,362
Depreciation	34,207	37,957
Total Operating Expenses	<u>2,865,968</u>	<u>3,265,732</u>
Loss From Operations	( 318,345 )	( 290,894 )
Non-operating Income:		
Gain on Sale of Assets	-	2,006
Net Appreciation on Investments	2,303	3,435
Total Non-operating Income	<u>2,303</u>	<u>5,441</u>
Deficiency of Revenue Over Expenses	( 316,042 )	( 285,453 )
Grant for Capital Acquisition	<u>60,079</u>	<u>-</u>
Decrease in Unrestricted Net Assets	<u>(\$ 255,963 )</u>	<u>(\$ 285,453 )</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

STATEMENTS OF CHANGES IN NET ASSETS

For the Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted Net Assets:		
Deficiency of Revenue Over Expenses	(\$ 316,042)	(\$ 285,453)
Grant for Capital Acquisition	<u>60,079</u>	<u>-</u>
Decrease in Unrestricted Net Assets	( <u>255,963</u> )	( <u>285,453</u> )
Temporarily Restricted Net Assets:		
Contributions	4,958	1,300
Net Assets Released From Restrictions Used For Operations	( <u>2,224</u> )	( <u>12,459</u> )
Increase (Decrease) in Temporarily Restricted Net Assets	<u>2,734</u>	( <u>11,159</u> )
Change in Net Assets	( 253,229 )	( 296,612 )
Net Assets, Beginning of Year	<u>1,462,486</u>	<u>1,759,098</u>
Net Assets, End of Year	<u>\$1,209,257</u>	<u>\$1,462,486</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

STATEMENTS OF CASH FLOWS

For the Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Cash Received From Patients and Third-Party Payors	\$1,781,951	\$1,944,431
Cash Received From Contributions, Bequests, Memorials and Fund Raising	70,162	433,840
Cash Received From Grants	762,269	805,192
Cash Received From Other Revenue	764	2,717
Cash Received From Interest Income	813	537
Cash Paid to Employees and Suppliers	( 2,818,653 )	( 3,170,627 )
Cash Paid for Interest	( 5,020 )	-
Net Cash Provided (Used) by Operating Activities	<u>( 207,714 )</u>	<u>16,090</u>
Cash Flows From Investing Activities:		
Purchase of Property and Equipment	( 64,950 )	( 4,220 )
Proceeds Received From Sale of Property and Equipment	-	2,006
Proceeds Received From Sale of Investments	-	149,642
Grant for Capital Acquisition	60,079	-
Net Cash Provided (Used) From Investing Activities	<u>( 4,871 )</u>	<u>147,428</u>
Cash Flows From Financing Activities:		
Payments on Long-Term Debt	( 10,607 )	-
Net Increase (Decrease) in Cash and Cash Equivalents	( 223,192 )	163,518
Cash and Cash Equivalents at Beginning of Year	<u>402,077</u>	<u>238,559</u>
Cash and Cash Equivalents at End of Year	<u>\$ 178,885</u>	<u>\$ 402,077</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

STATEMENTS OF CASH FLOWS – CONT'D.

For the Years Ended June 30, 2017 and 2016

RECONCILIATION OF CHANGE IN NET ASSETS  
TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

	<u>2017</u>	<u>2016</u>
Change in Net Assets	(\$253,229 )	(\$296,612 )
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Debt Reduction – Sewer Hook-up Fees	( 810 )	( 11,048 )
Depreciation	34,207	37,957
Gain on Sale of Assets	-	( 2,006 )
Grant for Capital Acquisition	( 60,079 )	-
Net Appreciation on Investments	( 2,303 )	( 3,435 )
(Increase) Decrease in Accounts Receivable	106,895	( 58,169 )
Decrease in Bequest Receivable	-	287,500
(Increase) Decrease in Other Receivable	( 7,877 )	26,652
(Increase) Decrease in Grants Receivable	( 35,525 )	11,417
(Increase) Decrease in Prepaid Expenses	( 16,573 )	13,234
Increase in Accounts Payable and Accrued Expenses	44,600	1,083
Increase (Decrease) in Accrued Payroll and Related Withholdings	( 17,020 )	<u>9,517</u>
Net Cash Provided (Used) by Operating Activities	<u>(\$207,714 )</u>	<u>\$ 16,090</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS

For the Years Ended June 30, 2017 and 2016

Note 1 – Description of Organization

Organization

The Homemakers Health Services, Inc. (the Organization) was incorporated in 1974 in New Hampshire as a not-for-profit corporation. The Organization provides health and supportive services to individuals at their homes, primarily in Strafford County, New Hampshire and operates an adult medical day care center in Rochester, New Hampshire.

The Organization's mission is to provide comprehensive health care and supportive services to enhance the lives of individuals in need, so they may remain safely in their homes.

Note 2 – Significant Accounting Policies

The Organization prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for Health Care Entities. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the financial statements.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include checking, savings and money market savings accounts, a money market mutual fund, and certificates of deposit.

Investments and Investment Policy

Investments in equity securities and in debt securities are measured at fair value in the balance sheet, in accordance with FASB Codification 820-10, Fair Value Measurements and Disclosures. Investments are classified as non-trading. Investment income (including realized gains and losses on investments, interest and dividends) is included in "excess (deficiency) of revenue over expenses", unless the income is restricted by donor or law. Unrealized gains and losses on investments are excluded from "excess (deficiency) of revenue over expenses".

The Organization has adopted investment policies for its long-term investment portfolio. The investment policy is established by the Finance Committee of the Board of Directors and is monitored and reviewed on an ongoing basis.



THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 2 – Significant Accounting Policies – Cont'd.

Assets Limited as to Use - Endowments

Board-designated Investments (Endowments) – represent resources set aside by the Board of Directors over which the Board of Directors retains control and may, at its discretion, subsequently use for other purposes. Currently, the Organization has no board-designated investments.

Donor-restricted Term Investment (Endowments) – represents resources restricted by donors for use as specified by the donor or by the passage of time. Currently, the Organization has no donor-restricted term investments.

Donor-restricted Permanent Investment (Endowments) – represents resources restricted by donors with the stipulation that the contribution must remain intact in perpetuity. Currently, the Organization has no donor-restricted permanent investments.

FASB ASC 958-205, Not-for-Profit Entities – Presentation of Financial Statements, provides guidance on net asset classification of donor-restricted funds for not-for-profit organizations that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA), and also requires additional disclosures about an organization's endowment funds (both donor restricted endowment funds and board-designated endowment funds), whether or not the organization is subject to UPMIFA. The State of New Hampshire has adopted UPMIFA, which established law for the management and investment of donor-restricted funds.

The Board of Directors and Management have determined that the Organization's investment portfolios meet the definition of endowment under FASB ASC 985-205. However, the Board of Directors and Management have determined that the Organization's net assets do not meet the definition of endowment under UPMIFA.

Accounts Receivable, Allowance for Uncollectibles and Provision for Bad Debts

The Organization's accounts receivable collection process includes reviewing aging reports, contacting payors to determine why payment has not been made, resubmitting claims when appropriate, and filing appeals with payors for claims that have been denied. The Organization records an estimated allowance for uncollectible accounts by applying estimated bad debt percentages to its patient accounts receivable aging. The percentages to be applied are based on the Organization's historical collection and loss experience.

The Organization's allowance for doubtful accounts at June 30, 2017 and 2016 was approximately \$308,572 and \$211,517, respectively, and is recorded as a reduction against "Accounts Receivable". The Organization's provision for bad debts at June 30, 2017 and 2016 was approximately \$181,137 and \$154,130, respectively, and is recorded as a reduction against "Net Patient Service Revenue". The allowance for doubtful accounts is maintained at a level that management believes is sufficient to cover potential losses. However, actual collections could differ from estimates.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Estimated useful lives range from three to thirty years.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 2 – Significant Accounting Policies – Cont'd.

Net Asset Classifications

In accordance with the provisions of FASB ASC 958-205, Not-for-Profit Entities – Presentation of Financial Statements, the Organization is required to report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

- 1) Unrestricted Net Assets – represents unrestricted resources available for support of the Organization, including assets set aside by the Board of Directors, over which the Board of Directors retains control and may, at its discretion, subsequently use for other purposes.
- 2) Temporarily Restricted Net Assets – represents resources that are restricted by a donor for use for a particular purpose or in a particular future period, and income derived from permanently restricted net assets not yet expended in accordance with the donor's restriction. When the donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.
- 3) Permanently Restricted Net Assets – represents resources received with the donor's stipulation that the contribution must remain intact in perpetuity. However, the income derived from permanently restricted net assets must be used in accordance with the donor's restriction. Currently the Organization has no permanently restricted net assets.

Net Patient Service Revenue

The Organization has reimbursement agreements with third-party payors, including Medicare and Medicaid, that provide for payments to the Organization at amounts different from its established rates. Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Organization's published sliding fee scale. Reductions in full charge are recognized when the service is rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties and exclusion from the Medicare and Medicaid programs. The Organization believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in operating revenue in the year that such amounts become known.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 2 – Significant Accounting Policies – Cont'd.

Charity Care

The Organization provides care to patients, who meet certain criteria under its charity care policy, without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Recognition of Grant Revenue

The Organization recognizes grant revenue to the extent that eligible grant costs are incurred. Grants receivable are recognized to the extent costs have been incurred, but not reimbursed. Deferred revenue represents grant advances which exceed eligible costs incurred.

Grants require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of funds to grantors. As of the date of the financial statements, the Organization has not been informed by any funding organization of any funds, which are required to be returned.

Accounting for Contributions

Unconditional promises to give cash and other assets to the Organization are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. Unrestricted contributions are reported as increases in unrestricted net assets. Restricted contributions are reported as either temporarily or permanently restricted revenue if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Income Taxes

The Organization is exempt from income taxes under Section 501(c) (3) of the Internal Revenue Code and, accordingly, there is no provision for income taxes. Income determined to be unrelated business taxable income would be taxable. During the years ended June 30, 2017 and 2016, the Organization had no unrelated business income. The Organization is no longer subject to federal, state or local tax examinations by tax authorities for years before, and including, fiscal year ended June 30, 2013.

The Organization, in accordance with the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes, evaluates its uncertain tax positions, if any, on a continual basis through review of its policies and procedures, review of any required tax filings and discussions with outside experts.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 2 – Significant Accounting Policies – Cont'd.

Excess (Deficiency) of Revenue Over Expenses

The statement of operations includes excess (deficiency) of revenue over expenses. Changes in unrestricted net assets, which are excluded from excess (deficiency) of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

The Organization has evaluated events and transactions for potential recognition or disclosure through October 17, 2017, which is the date the financial statements were available to be issued.

Note 3 – Fair Value Measurements

In accordance with FASB ASC 820-10, Fair Value Measurements and Disclosures, the Organization is required to measure fair value of its assets and liabilities. Fair value measurements are based on the prices that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The standard established a fair value hierarchy that prioritizes observable and unobservable inputs to measure fair value into three levels, as follows:

- Level 1: Valuations based on quoted prices in active markets for identical asset or liabilities to which an entity has access at the measurement date. The fair value hierarchy gives the highest priority to Level 1 inputs.
- Level 2: Valuations based on inputs and information other than quoted market indices included in Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3: Valuations based on unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

The Organization's carrying amounts for all assets and liabilities, which are required to be measured at fair value, with the exception of investments, approximate fair value under Level 1. Investments approximate fair value based on Level 1 and are presented in Note 4.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 4 – Investments

The composition of unrestricted investments as of June 30, 2017 and 2016 is set forth in the following table. Investments are stated at fair value:

	<u>Fair Value</u>	<u>Fair Value Measurements Using:</u> <u>Quoted Prices In Active</u> <u>Market For Identical Assets</u> <u>(Level 1)</u>
<u>June 30, 2017</u>		
Common Stocks:		
Financial	\$ 549	\$ 549
Consumer Goods	<u>19,311</u>	<u>19,311</u>
	<u>\$19,860</u>	<u>\$19,860</u>
 <u>June 30, 2016</u>		
Common Stocks:		
Financial	\$ 398	\$ 398
Consumer Goods	<u>17,159</u>	<u>17,159</u>
	<u>\$17,557</u>	<u>\$17,557</u>

Note 5 – Property and Equipment

A summary of property and equipment at June 30, 2017 and 2016 is as follows:

	<u>2017</u>	<u>2016</u>
Land	\$ 834,355	\$ 834,355
Building and Improvements	508,263	508,263
Office Furniture and Equipment	244,437	244,437
Vehicles	<u>230,377</u>	<u>165,427</u>
Total Cost	1,817,432	1,752,482
Less, Accumulated Depreciation	( 747,804 )	( 713,597 )
Net Property and Equipment	<u>\$1,069,628</u>	<u>\$1,038,885</u>

Depreciation expense for the years ended June 30, 2017 and 2016 amounted to \$34,207 and \$37,957, respectively.

Note 6 – Temporarily Restricted Net Assets

Temporarily restricted net assets at June 30, 2017 and 2016 are restricted to:

	<u>2017</u>	<u>2016</u>
Day Out	\$21,804	\$24,000
Employee Memorial	4,958	-
Home Care Services	<u>5,776</u>	<u>5,804</u>
Total	<u>\$32,538</u>	<u>\$29,804</u>

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 7 – Long-Term Debt

The Organization and the City of Rochester, New Hampshire obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main was \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.352% per annum. In addition, the City of Rochester, New Hampshire has been approved for a loan funding grant in the amount of \$145,798, which consists of loan principal funding of \$105,018 and loan interest funding of \$40,780. The Organization recorded a net principal promissory note payable of \$236,355 with an issue date of July 1, 2007.

Long-term debt consists of the following at June 30, 2017 and 2016:

	2017	2016
Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.352% and net of \$7,290 of principal and interest loan funding grant, through June 30, 2026. The note is secured by real estate. The \$16,408 payment due June 2017 was reduced by \$810, and the June 2016 payment was not required to be paid, as the Organization was credited, as per agreement, for sewer hook-up fees that the City of Rochester received. The sewer hook-up fees are included in "Other Revenue".	\$137,484	\$148,901
Less, Current Installments	11,800	11,417
	\$125,684	\$137,484

Note 8 – Net Patient Service Revenue

Approximately seventy-five percent in 2017 and 2016 of net patient service revenue was derived under federal (Medicare) and state (Medicaid and Medicaid Waiver) third-party reimbursement programs. These revenues are subject to audit and retroactive adjustment by the respective third-party fiscal intermediaries. In the opinion of management, retroactive adjustments, if any, would not be material to the financial position or results of operations of the Organization.

The Organization also has entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Organization under these agreements are negotiated rates usually less than its established charges.

Net patient service revenue is as follows for the years ended June 30, 2017 and 2016:

	2017	2016
Federal Programs	\$ 789,545	\$ 886,542
State Programs	599,135	729,287
Other Third Parties and Self-Pay	467,513	540,901
	\$1,856,193	\$2,156,730

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 9 – Grants

The Organization's policy is to record the entire amount of grant awards as receivable when notified of approval. Revenue is recognized based on actual expenses incurred with any unexpended portion recorded as deferred revenue. The status of the grants at June 30, 2017 and 2016 is as follows:

<u>Grantor</u>	<u>Grant Title</u>	<u>Grant Amount</u>	<u>Grant Period</u>
State of New Hampshire Department of Health and Human Services:			
Bureau of Elderly & Adult Services	Day Out	\$ 61,625	July 1, 2016 – June 30, 2017
Bureau of Elderly & Adult Services	Day Out	\$ 61,625	July 1, 2015 – June 30, 2016
Bureau Elderly & Adult Services	In-Home	\$826,192	July 1, 2016 – June 30, 2017
Bureau Elderly & Adult Services	In-Home	\$826,186	July 1, 2015 – June 30, 2016
Bureau of Elderly & Adult Services	Nursing Services	\$ 1,826	July 1, 2016 – June 30, 2017
Bureau of Elderly & Adult Services	Nursing Services	\$ 1,837	July 1, 2015 – June 30, 2016
Bureau of Elderly & Adult Services	Home Health Aides	\$ 11,632	July 1, 2016 – June 30, 2017
Bureau of Elderly & Adult Services	Home Health Aides	\$ 12,013	July 1, 2015 – June 30, 2016
Total State of New Hampshire			
U.S. Department of Agriculture	Day-Out Meals	\$ 28,881	July 1, 2016 – June 30, 2017
U.S. Department of Agriculture	Day-Out Meals	\$ 29,269	July 1, 2015 – June 30, 2016
Total U.S. Department of Agriculture			
Total			

<u>Grant Receivable</u>		<u>Grant Revenue</u>	
<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
\$ 8,707	\$ -	\$ 51,337	\$ -
-	2,066	-	34,111
88,424	-	\$712,005	-
-	59,640	-	720,630
49	-	833	-
-	172	-	1,127
375	-	4,738	-
<u>-</u>	<u>525</u>	<u>-</u>	<u>8,638</u>
<u>97,555</u>	<u>62,403</u>	<u>768,913</u>	<u>764,506</u>
2,695	-	28,881	-
<u>-</u>	<u>2,322</u>	<u>-</u>	<u>29,269</u>
<u>2,695</u>	<u>2,322</u>	<u>28,881</u>	<u>29,269</u>
<u>\$100,250</u>	<u>\$ 64,725</u>	<u>\$797,794</u>	<u>\$793,775</u>



THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 10 – Functional Expenses

The Organization provides health and supportive services to residents within its geographic location, and also operates an adult medical day care center. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Administrative and General	\$ 893,714	\$1,113,578
Skilled Services	946,271	975,163
Home Support	644,175	733,873
Adult Day Care	365,673	393,563
Fund Raising	16,135	49,555
Total	<u>\$2,865,968</u>	<u>\$3,265,732</u>

Note 11 – Concentration of Risk

Amounts held in financial institutions are in excess of the Federal Deposit Insurance Corporation and Securities Investor Protection Corporation limits. The Organization deposits its funds with high quality financial institutions, and management believes the Organization is not exposed to significant credit risk on those amounts.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors is as follows:

	<u>2017</u>	<u>2016</u>
Federal Programs	17%	26%
State Programs	39	32
Other Third Parties	33	31
Patients	<u>11</u>	<u>11</u>
	<u>100%</u>	<u>100%</u>

A significant portion of the Organization's net patient service revenue comes from federal and state reimbursement programs. (See Note 8)

A significant portion of the Organization's grant revenue comes from state grant awards. (See Note 9)

Note 12 – Related-Party Transactions

One member of the Board of Directors is employed by Frisbie Memorial Hospital. Frisbie Memorial Hospital refers patients, who are in need of home care services, to the Organization in the ordinary course of business. The patients' services are paid by a third-party payer. No compensation is paid to or received from the board member.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2017 and 2016

Note 13 – Risks and Uncertainties

Because a high percentage of the Organization's revenue is derived from Federal and State reimbursement programs and grant awards, reductions in rates, rate increases that do not cover cost increases and/or significant changes to the payment methodologies could have a material adverse effect on the Organization's financial condition, including results of operations and cash flows, and may require the Organization to revise ways in which business is conducted.

The Organization invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported.

**The Homemakers Health Services, Inc.**  
**Board of Directors**  
**FY 17/18**

**Officers**

President: Ronald Indorf, Esq.  
Vice President: Susan Reid, MD.  
Treasurer: William Hartley, Esq.  
Secretary: Robert May

**Board of Directors – Terms**

**Three Year Term**

William Hartley, Esq.

Ronald Indorf, Esq.

**Two Year Term**

Susan Reid, M.D.

Robert May, Jr.

Gabriella Roussos

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**Jean M. Lanciano**

**Objective**

To succeed in an environment of growth and excellence, earn a job which provides me job satisfaction and self- development, and help me achieve personal as well as organizational goals.

**Professional Accomplishments**

**Interim Executive Director**

- Responsible for strategic planning of short term and long term agency goals
- Supervision of resource development and financial needs
- Supervision and oversight of all staff
- Accuracy and integrity of the organizations financial information, reporting and disclosure requirements, internal controls and management information systems

**Operations Director**

- Responsible for day to day human resource management
- Responsible for day to day maintenance management.
- Responsible for IT oversight
- Supervision of Medical Day Out Program
- Supervision and oversight of administrative staff

**Quality Assurance Coordinator**

- Responsible for billing quality for non-profit home health agency
- Responsible for ensuring compliance with regulations set by federal and state governments
- Develop policy and procedures to ensure quality care and accuracy of billing
- Track and reconcile all State Funded grants for the Agency
- Supervision of Medical Records Staff

**Information Technology**

- Coordinate installation, maintenance and repairs of the Agency's network system
  - Plan, coordinate, and implement security measures to safeguard network and information in server files
  - Provide support and training to clinicians and other users concerning their access to the network, various software programs, and other equipment
  - Work with outside vendors to research, identify, and evaluate technical equipment needs and make recommendations to the CEO
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## **Jean M. Lanciano**

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### **Electronic Protected Health Information Security Officer**

- Ensure that privacy information is protected by performing audits, and ongoing evaluation of equipment and Agency network
- Provide ongoing education to staff regarding HIPAA regulations
- Develop and maintain access profiles for software access, network access, and telecommunications systems

### **Customer Service**

- Provide excellent customer service in my full time job at The Homemakers as well as my part time job at Walmart
- Communicate and collaborate with other team members to ensure excellent customer service
- Mentor and train new cashiers

### **Transferable Skills**

- Honest, dependable, reliable, fast learner, hard worker, trustworthy, innovative, multi tasker, team player, common sense
- Can work independently to meet deadlines or can work easily as part of a team
- Able to multi task and handle multiple demands in a fast paced work environment
- Able to reason with, calm down, and satisfy difficult customers
- Proficient with Office 2010, Electronic Medical Records Software, and various other home health related software

### **Employment History**

12/29/1992-present	Current Position: Interim Director/Operations Director and EPHI Security Officer	The Homemakers Health Services, Rochester, NH
11/06/2008-present	Cashier	Walmart, Rochester, NH

### **Education**

1982-1983	Post-Grad Business Management Studies	MacIntosh College, Dover, NH
June 1981	High School Diploma	Farmington High School, Farmington, NH

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# Jennifer D. Bickford

**Objective:** To use my education and background, to ultimately, better serve the clients of the Home Healthcare Agency, while keeping up the high standards of Federal Contracts, and Generally Accepted Accounting Principles.

**Computer Software:** Excel, Word, Outlook, QuickBooks, ADP Payroll, Multiple Accounting programs, Time Clock programs, Crystal Reports, and DocStar.

## **Work Experience:**

### **The Homemakers Health Services., Dec 2016 – Present      Finance Director**

A Nonprofit home health care agency, I manage all aspect of the Finance Department from budgeting, cash flow management, medical billing and receivables, payables, payroll, general ledger, financial reports monthly reported to the Board of Directors, month end and year end reconciliations, fixed assets and depreciation schedules, fully involved in all aspects of Federal, State, Workman's Compensation, and Independent audits. Some Grant writing.

### **York County Community Action Corp., Dec. 2007 – Dec 2016      Payroll Accountant**

A Nonprofit Organization, I am in charge of all aspects of Payroll with ADP. Billing/Accountant for multiple contracts for our Fuel Assistance, Housing, and Weatherization Departments, including accurate and timely billing/reporting. Assist Program directors with budgets, and analysis of forecasts. Manage all of the fixed assets, depreciation schedules, and reconciliations. Month end and Year end reconciliations, and reporting. Fully involved in all aspects of Federal, State, Workman's Compensation, and 403 (b) audits.

### **Genest Concrete Works, Inc., June 2003 – December 2007      Accounts Payable/Payroll/HR**

Duties included all aspects of Accounts Payable for four separate companies. ADP Payroll System, all new-hire paperwork, manage the Health and Disability Insurance policies, as well as the entire Workman's compensation paperwork. Keeping up a fleet of trucks i.e.: IRP registrations, Overweight permits, Quarterly IRS reporting, Insurance, Drivers Logs. Month end duties include; accruals, account reconciliations, for all four companies. Year end duties include account reconciliations, and 1099's.

### **Millrock, Inc. January 1998 – March 2003      Assistant Controller/Accounts Payable**

Duties included all aspects of Accounts Payable, Accounts Receivable, and General Ledger. Job cost reports, WIP Reports, Bank Statement reconciliation. Month end duties which included all balance sheet accounts reconciled, accruals, job costing, sales & use tax return, and more. Prepared year end tax preparation for the tax accountants. Weekly Payroll reports, Cash Flow preparation. Complete backup to the Controller, it was my responsibility to train the new Controller that Millrock hired in 2002. Also crossed trained in the following departments: Receiving, Customer Service, and Purchasing. I was also on the committee to change over the computer system to be 2000 compliant.

### **AA Contractors Inc. March 1996 – December 1997      Office Manager**

Duties included Accounts Payable, Accounts Receivable, General Ledger, and Payroll. Job Cost reports, Bank Statement reconciliation. Month end and year end reporting.

### **Christo's Place June 1990 – June 1997      Waitress**

## **Education:**

Wipfli Training (Federal Non-profit Best Practice spending)

October 2016 (Two Days), Every two years for the past 6 years.

New England College, Dover, NH  
Bachelor's Degree in Accounting

October 1996 - May 1998

McIntosh College, Dover NH  
Associates Degree in Accounting, and Minor in Taxation

September 1994 - May 1996

Sanford High School, Sanford ME

Graduation. June 1994

References Available Upon Request

# Barbara A. Laganieri R.N. BSN

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## OBJECTIVE

To make a positive impact in the nursing community.

## EDUCATION

**2011** - Associates of Science in Nursing; Great Bay Community College. Portsmouth, NH

**2015** - Bachelors of Science in Nursing; Saint Joseph's College of Maine. Standish, Maine

**2015**- Present: Enrolled in MSN program; Saint Joseph's College of Maine. Standish, Maine

## LICENSURE AND CERTIFICATIONS

- Registered Nurse NH # 064646-21
- CPR Certified for Basic Life Support exp 5/2019
- Nurse Leadership and Behavioral Health Nurse Trained /Mental Health First Responder Certified
- NHANA, ANA, New Hampshire Homecare Association Member
- Sigma Theta Tau Member

## WORK EXPERIENCE

**(2017-Present) Nursing Adjunct Clinical Instructor:** Great Bay Community College, Portsmouth, New Hampshire

- Instruction of community based psychiatric to nursing III students. Evaluation of clinical skills, documentation and education of psychiatric student nurses.

**(2015-Present) Clinical Director:** The Homemakers Health Services, Rochester, New Hampshire

- Responsible in the planning; coordination, leading, controlling and evaluation of home care services. Responsible for coordination and liaison community affiliates. Supervises professional and paraprofessional personnel rendering client care services, while fostering public relations for the agency by consulting and planning with health care facilities regarding staffing needs and communicates the concept of quality client care to the community.

**(2013 – Present) Case Manager and Quality Assurance Nurse:** The Homemakers Health Services. Rochester, New Hampshire

- Case Manager:
  - Assess health care needs, collaborate with medical professionals and coordinate referral services to design effective treatment plans.
  - Performing case management to clients assigned to my care; including those who have geriatric, rehabilitative or psychological needs.
  - Clinical Skills: including wound care, mental health, cardiac, diabetic management
  - Psychiatric Nurse; lead program development and implementation.
- Quality and Assurance Nurse:
  - Responsible for educating clinical staff in better work practices.
    - Reviewed, designed, and assisted in the implementation of changes in processes and procedures to maximize profits, decrease denial of payments.

**(2011-2013) Charge Nurse:** Rochester Manor. Rochester, New Hampshire

Oversaw all staff on the rehab wing to insure the personnel on the unit provided appropriate care to the residents. Directed admissions, discharges, and flow of patients. Trained staff in the appropriate use of the Minimal Data Set system to insure patient care plans and regulatory standards were met. Created policies and procedures to prevent falls, decrease pressure ulcers and increase accountability with LNA's.

**(2011-2012) Staff Nurse:** Strafford County Department of Corrections. Rochester, New Hampshire  
Administered medications, treated patients for medical needs, and triaged patients for referral to other healthcare providers.

**(2010-2011) Substitute Teacher & Aid:** Rochester School Department. Rochester, New Hampshire  
Assisted in providing in-class tutoring.



**(2000-2010) Department Manager/Optician:** Wal-Mart. Newington, New Hampshire  
Supervised, trained, and recruited employees. Identified and implemented cost effective programs.

Barbara A. Laganieri R.N.

**REFERENCES**

- Jean Lanciano-OD-The Homemakers Health Services [REDACTED]
- Jennifer Bickford-CFO-The Homemakers Health Services [REDACTED]
- Darlene Proulx-RN- The Homemakers Health Services [REDACTED]
- Lisa Wunderlich-RN-Wakefield School Department [REDACTED]

*Additional references available upon request*

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jean Lanciano	Interim Executive Director	\$60,000	29%	\$17,316
Jennifer Bickford	Finance Director	\$75,000	29%	\$21,750
Barbara Laganieri	Clinical Director	\$75,000	29%	\$21,750



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max

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**

*BUREAU OF ELDERLY & ADULT SERVICES*

Jeffrey A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888

Maureen U. Ryan  
Director of Human  
Services

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

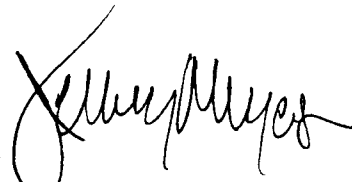
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:  
Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>



05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

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

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prtctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-10)


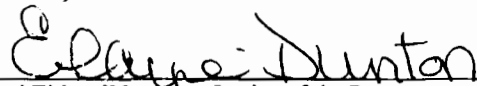
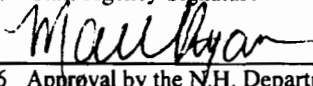

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

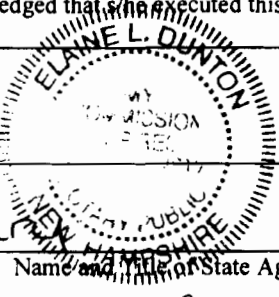
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Homemakers Health Services		1.4 Contractor Address 215 Rochester Hill Road Rochester, NH 03867-1701	
1.5 Contractor Phone Number 603-335-1770 x111	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$1,468,695.68
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Susan Reid, President Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>Dec. 6, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Dunton - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>12/7/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/7/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			





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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

*MM*  
12/6/16



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Strafford County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),

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- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.

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- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her

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- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.

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- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

Handwritten initials in black ink, appearing to be 'M' or 'N'.

12/6/16





**2.2.1. Access to Services**

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5

*MM*



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

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- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

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- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
  - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
  - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
  - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

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

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

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list. in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
  - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
  - 2.2.12.1.1. The client's name.
  - 2.2.12.1.2. The type of service received by the client.
  - 2.2.12.1.3. The date of written complaint or concern of the client.
  - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
  - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.
  - 2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.
  - 2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

- 2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.
- 2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

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- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

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2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

**2.2.15. Transition Process**

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

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fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.

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- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

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Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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**Exhibit B-1 Rate Sheet**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>
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01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	40,360	\$9.58	\$386,648.80
In Home Care Services (Title III)	1/2 Hour	2,761	\$9.58	\$26,450.38
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	450	\$12.50	\$5,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	37	\$24.50	\$906.50

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	80,719	\$9.58	\$773,288.02
In Home Care Services (Title III)	1/2 Hour	5,521	\$9.58	\$52,891.18
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	900	\$12.50	\$11,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	74	\$24.50	\$1,813.00

07/01/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	20,180	\$9.58	\$193,324.40
In Home Care Services (Title III)	1/2 Hour	1,380	\$9.58	\$13,220.40
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	225	\$12.50	\$2,812.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	19	\$24.50	\$465.50

Contractor Initials: *MC*  
 Date: *12/16/16*



**SPECIAL PROVISIONS**

**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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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Date *12/6/16*



- 7.3. 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:**

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

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Date 12/6/16



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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

*MM*  
Date *12/16/14*





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis

*M*  
Date 12/9/16



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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

*ME*  
12/16/16



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*[Handwritten Signature]*  
*[Handwritten Date: 12/12/16]*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

12/6/16



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

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

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

Contractor Name:

12/6/16  
Date

Susan Reid  
Name:  
Title: President



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

12/6/16  
Date

Susan Reid  
Name:  
Title: President



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/16/16  
Date

Susan Reid  
Name: President  
Title:





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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

12/6/16  
Date

*Sum Reil*  
Name:  
Title: *president*

Exhibit G

Contractor Initials

*SR*

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

Date 12/6/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

12/6/16  
Date

Susan Reid  
Name:  
Title: President

Contractor Initials SR  
Date 12/6/16



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

*ML*

*12/16/16*



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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

*[Handwritten Signature]*  
*12/6/14*



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*ML*

*12/6/16*





Exhibit I

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

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

\_\_\_\_\_  
 The State  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of the Contractor  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date



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

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

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

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

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

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

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

Contractor Name:

12/16/16  
Date

Susan Reid  
Name: President  
Title:



**FORM A**

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

1. The DUNS number for your entity is: 197260375
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

*MM*  
*12/10/16*



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Community Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 719 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 8, 2017 (Item #8), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$562,225.84 from \$1,336,468 to read: \$1,898,693.84
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Delete Exhibit B-2 in its entirety and replace with: Exhibit B-2 – Amendment #1
7. Delete Exhibit B-3 in its entirety and replace with: Exhibit B-3 – Amendment #1
8. Add Exhibit K, DHHS Information Security Requirements
9. Add Attachment A – Amendment #1



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Lakes Region Community Services

December 22, 2017  
Date

Rebecca Bryant  
Name: Rebecca Bryant  
Title: President & CEO

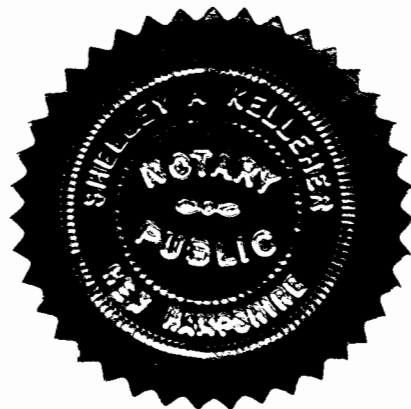
Acknowledgement of Contractor's signature:

State of NH, County of Belknap on December 22, 2017, before the undersigned officer, personally appeared the person identified directly 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.

Shelley A. Kelleher  
Signature of Notary Public or ~~Justice of the Peace~~

Shelley A Kelleher Notary  
Name and Title of Notary or ~~Justice of the Peace~~

My Commission Expires: July 19, 2022



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



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

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

Name: Nathan A. ...  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services (SULLIVAN COUNTY)**

10/1/2016 through 06/30/2017 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	9,500	\$9.58
In Home Care Services (Title III)	1/2 Hour	1,792	\$9.58
			<b>Total Amount of Funding being Requested for each Service</b>
			\$91,010.00
			\$17,167.36

7/1/2017 through 06/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	10,875	\$10.06
In Home Care Services (Title III)	1/2 Hour	2,240	\$10.06
			<b>Total Amount of Funding being Requested for each Service</b>
			\$109,402.50
			\$22,534.40

7/1/2018 through 09/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	10,875	\$10.06
In Home Care Services (Title III)	1/2 Hour	2,240	\$10.06
			<b>Total Amount of Funding being Requested for each Service</b>
			\$109,402.50
			\$22,534.40

Contractor Initials: *RS*

Date: 12/22/17

Exhibit B-2 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services (Belknap County)**

<b>10/1/2016 through 06/30/2017 Service Units</b>			
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58
			<b>Total Amount of Funding being Requested for each Service</b>
			\$177,099.47
			\$23,760.80

<b>7/1/2017 through 06/30/2018 Service Units</b>			
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06
In Home Care Services (Title III)	1/2 Hour	3,307	\$10.06
			<b>Total Amount of Funding being Requested for each Service</b>
			\$247,968.94
			\$33,268.42

<b>7/1/2018 through 09/30/2018 Service Units</b>			
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06
In Home Care Services (Title III)	1/2 Hour	3,307	\$10.06
			<b>Total Amount of Funding being Requested for each Service</b>
			\$247,968.94
			\$33,268.42

Contractor Initials: *PLB*  
 Date: 12/22/17



Exhibit B-3 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services (Grafton County)**

10/1/2016 through 06/30/2017 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58
			Total Amount of Funding being Requested for each Service
			\$177,099.47
			\$23,753.61

7/1/2017 through 06/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06
In Home Care Services (Title III)	1/2 Hour	3,306	\$10.06
			Total Amount of Funding being Requested for each Service
			\$247,968.94
			\$33,258.36

7/1/2018 through 09/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06
In Home Care Services (Title III)	1/2 Hour	3,306	\$10.06
			Total Amount of Funding being Requested for each Service
			\$247,968.94
			\$33,258.36

Contractor Initials:  Date: 12/22/17



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

*RB*

*12/22/17*

# New Hampshire Department of Health and Human Services

## Exhibit K



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

Attachment A – Amendment #1

**ATTESTATION**

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Rebecca L Bryant, President & CEO Lakes Region Community Services  
Name, Title, and Agency Name

Rebecca L Bryant  
Signature

12/22/17  
Date

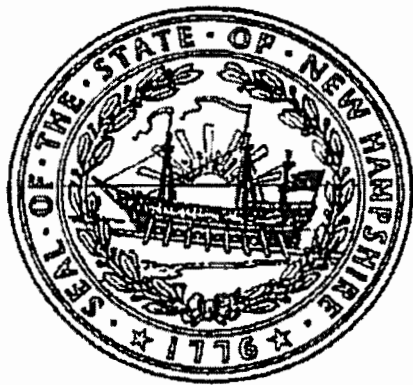
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
**(Corporation without Seal)**

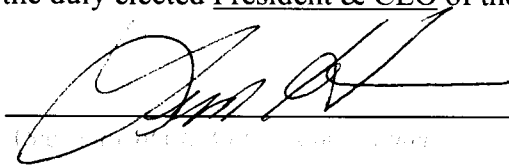
I, Lynn Hilbrunner, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors of **Lakes Region Community Services Council**.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on November 15, 2017;

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Adult In-Home Care and Homemaker Services.

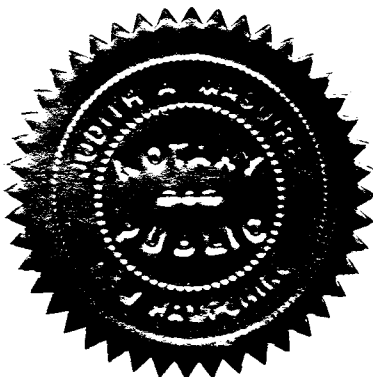
RESOLVED: That the President & Chief Executive Officer (CEO) is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

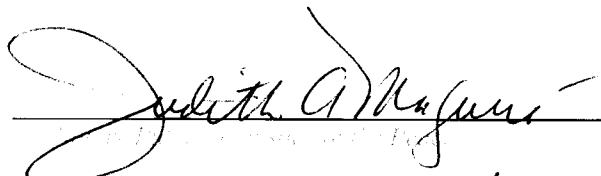
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of December 22, 2017.
4. Rebecca L. Bryant is the duly elected President & CEO of the Corporation.

  
\_\_\_\_\_

State of New Hampshire  
County of Belknap

The foregoing instrument was acknowledged before me this 22 day of December, 2017, by Lynn Hilbrunner.



  
\_\_\_\_\_  
Name: Judith A. Maguire  
Title: Notary Public  
My Commission Expires: 10-1-2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2017

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

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

<b>PRODUCER</b> Melcher&Prescott-Moultonboro PO Box 1125 Moultonboro, NH 03254-1125		603-476-8000 <b>CONTACT NAME:</b> Annette Kowalczyk <b>PHONE (A/C, No, Ext):</b> 603-476-8000 <b>FAX (A/C, No):</b> 603-476-5785 <b>E-MAIL ADDRESS:</b> akowalczyk@melcher-prescott.com														
<b>INSURED</b> Lakes Region Community Services Council Inc Shelley Kelleher P O Box 509 Laconia, NH 03246		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Citizen Insurance Company</td> <td>31534</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C : Granite State Work Comp Manuf</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizen Insurance Company	31534	INSURER B : Hanover Insurance Company	22292	INSURER C : Granite State Work Comp Manuf		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																
INSURER F :																

### COVERAGES                                  CERTIFICATE NUMBER:                                  REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> Professional Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZDV8974270	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 Prof Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ABV8928387	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV8929075	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC012017000496	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**Confirmation of Coverage**

<b>CERTIFICATE HOLDER</b>  STATE-1  State of New Hampshire Dept. Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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*Engage. Empower. Inspire.*

### Mission Statement

*Dedicated to serving the community by promoting independence, dignity and opportunity.*

### Value Statements

*As individuals and as a community agency, we:*

- Value all people;
- Value a team approach in all we do;
- Value and respect one another;
- Value our relationships in the communities in which we live and work;
- Value our role as facilitators of relationships; and
- Value and recognize that our relationships evolve, grow, and change over time.



**LAKES REGION COMMUNITY SERVICES**  
**COUNCIL, INC.**

**FOR THE YEARS ENDED**  
**JUNE 30, 2017 AND 2016**  
**AND**  
**INDEPENDENT AUDITORS' REPORT**

*Leone,*  
*McDonnell*  
*& Roberts*  
PROFESSIONAL ASSOCIATION

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 2
<b><u>Financial Statements:</u></b>	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses	6 - 8
Notes to Financial Statements	9 - 16
<b><u>Supplementary Information:</u></b>	
Schedule of Functional Revenues	17 - 19

To the Board of Directors of  
Lakes Region Community Services Council, Inc.  
Laconia, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2017.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2017 and 2016, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2017 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2016 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated September 30, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17-19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leme, McDonald + Roberts*  
*Professional Association*

Wolfeboro, New Hampshire  
October 12, 2017

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2017 AND 2016**

	<b><u>2017</u></b>	<b><u>2016</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 4,476,109	\$ 3,541,920
Certificates of deposits	251,277	500,433
Accounts receivable:		
Medicaid	628,782	1,420,753
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2017 and 2016	199,615	209,051
Prepaid expenses	<u>63,990</u>	<u>74,997</u>
Total current assets	<u>5,619,773</u>	<u>5,747,154</u>
<b>PROPERTY, PLANT AND EQUIPMENT, NET</b>	<u>3,716,911</u>	<u>3,836,365</u>
<b>OTHER ASSETS</b>		
Deposits	<u>37,779</u>	<u>39,879</u>
Total assets	<u>\$ 9,374,463</u>	<u>\$ 9,623,398</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 840,877	\$ 1,132,731
Accrued salaries, wages, and related expenses	421,686	541,370
Accrued earned time	304,442	314,801
Refundable advances	90,755	57,741
Contingent liability, health insurance costs	-	200,000
Other accrued expenses	<u>131,492</u>	<u>185,241</u>
Total current liabilities	<u>1,789,252</u>	<u>2,431,884</u>
<b>LONG TERM LIABILITIES</b>		
Due to affiliates, net	<u>226,729</u>	<u>326,297</u>
Total liabilities	<u>2,015,981</u>	<u>2,758,181</u>
<b>NET ASSETS</b>		
Unrestricted	5,956,378	5,412,950
Temporarily restricted	<u>1,402,104</u>	<u>1,452,267</u>
Total net assets	<u>7,358,482</u>	<u>6,865,217</u>
Total liabilities and net assets	<u>\$ 9,374,463</u>	<u>\$ 9,623,398</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017</u>	<u>2016</u>
<b>CHANGES IN NET ASSETS</b>				
<b>Revenues</b>				
Program fees	\$ 1,443,971	\$ -	\$ 1,443,971	\$ 1,380,392
Medicaid	20,595,182	-	20,595,182	20,749,967
Client resources	82,810	-	82,810	88,850
Other third party payers	67,776	-	67,776	111,825
Public support	306,229	-	306,229	313,996
Private foundations	73,814	-	73,814	51,436
Production/service income	247,621	-	247,621	298,533
Investment	3,268	-	3,268	1,718
State of New Hampshire - DDS	1,215,688	-	1,215,688	1,099,866
Management fees	18,537	-	18,537	20,882
Other	527,746	-	527,746	1,027,235
<b>Total revenues</b>	<u>24,582,642</u>	<u>-</u>	<u>24,582,642</u>	<u>25,144,700</u>
<b>Expenses</b>				
<b>Program services</b>				
Service coordination	1,213,529	-	1,213,529	1,156,613
Day programs	4,430,934	-	4,430,934	4,286,401
Early intervention	637,233	-	637,233	591,893
Enhanced family care	3,513,957	-	3,513,957	3,534,095
Community options	239,746	-	239,746	232,430
Community residences	7,283,139	-	7,283,139	6,717,648
Transportation	58,604	-	58,604	95,029
Family support	3,511,677	-	3,511,677	3,585,943
Other DDS	42,747	-	42,747	38,429
Other programs	1,038,518	-	1,038,518	1,596,414
<b>Supporting activities</b>				
General management	1,919,557	50,163	1,969,720	2,628,624
Fundraising	149,573	-	149,573	117,384
<b>Total expenses</b>	<u>24,039,214</u>	<u>50,163</u>	<u>24,089,377</u>	<u>24,580,903</u>
<b>CHANGE IN NET ASSETS</b>	543,428	(50,163)	493,265	563,797
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>5,412,950</u>	<u>1,452,267</u>	<u>6,865,217</u>	<u>6,301,420</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 5,956,378</u>	<u>\$ 1,402,104</u>	<u>\$ 7,358,482</u>	<u>\$ 6,865,217</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<b><u>2017</u></b>	<b><u>2016</u></b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 493,265	\$ 563,797
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	245,253	233,465
(Increase) decrease in assets:		
Certificates of deposits	249,156	(500,433)
Accounts receivable	801,407	(296,979)
Prepaid expenses	11,007	71,047
Deposits	2,100	2,000
Increase (decrease) in liabilities:		
Accounts payable	(291,854)	249,658
Accrued salaries, wages, and related expenses	(119,684)	180,337
Accrued earned time	(10,359)	(24,723)
Refundable advances	33,014	(33,957)
Contingent liability, health insurance costs	(200,000)	200,000
Other accrued expenses	(53,749)	71,356
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b><u>1,159,556</u></b>	<b><u>715,568</u></b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property, plant and equipment	<u>(125,799)</u>	<u>(134,191)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<b><u>(125,799)</u></b>	<b><u>(134,191)</u></b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of long term debt	-	(352,338)
(Decrease) increase in due to affiliates	<u>(99,568)</u>	<u>186,442</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<b><u>(99,568)</u></b>	<b><u>(165,896)</u></b>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>934,189</b>	<b>415,481</b>
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<b><u>3,541,920</u></b>	<b><u>3,126,439</u></b>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<b><u>\$ 4,476,109</u></b>	<b><u>\$ 3,541,920</u></b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<b><u>\$ -</u></b>	<b><u>\$ 2,597</u></b>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 731,021	\$ 2,500,697	\$ 332,452	\$ 199,672	\$ 149,693
Employee benefits	217,885	742,807	99,188	59,795	44,294
Payroll taxes	51,082	187,914	24,132	13,581	10,189
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	125,654	-	167	3,171,214	-
Accounting/auditing	-	-	-	-	-
Legal	5,003	50	-	-	-
Subcontract services	520	6,348	126,213	714	1,800
Other professional fees	20,572	176,569	90	-	-
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	-	-	-	-
Conference/conventions	-	-	-	-	-
Other staff development	440	-	-	-	-
<b>OCCUPANCY COSTS</b>					
Rent	-	76,623	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	10,482	-	-	-
Repairs and maintenance	-	2,427	-	-	-
Other occupancy costs	42,387	30,883	32,238	16,088	2,885
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	2,209	8,556	66	318	-
Building/household	-	489	-	-	-
Client	870	8,980	-	21,656	-
Medical supplies	-	229	-	582	-
<b>ASSISTANCE TO INDIVIDUALS</b>	1,864	647	-	-	-
<b>PRODUCT SALES</b>	-	36,457	-	-	-
<b>EQUIPMENT RENTAL</b>	-	-	-	-	-
<b>EQUIPMENT MAINTENANCE</b>	-	423	-	440	-
<b>DEPRECIATION</b>	-	10,896	-	-	-
<b>ADVERTISING</b>	-	798	-	262	-
<b>PRINTING</b>	-	-	-	1,602	-
<b>TELEPHONE</b>	31	8,263	-	-	-
<b>POSTAGE</b>	-	19	-	-	-
<b>TRANSPORTATION</b>	13,742	469,310	20,066	26,319	30,885
<b>INSURANCE</b>	-	-	-	-	-
<b>MEMBERSHIP DUES</b>	100	245	-	-	-
<b>CLIENT PAYMENTS</b>	-	145,316	1,077	189	-
<b>INTEREST</b>	-	-	-	-	-
<b>OTHER</b>	149	5,506	1,544	1,525	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 1,213,529</u>	<u>\$ 4,430,934</u>	<u>\$ 637,233</u>	<u>\$ 3,513,957</u>	<u>\$ 239,746</u>

See Notes to Financial Statements



**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 3,408,511	\$ 19,210	\$ 1,118,360	\$ -	\$ 842,222
Employee benefits	991,694	5,581	327,849	-	57,083
Payroll taxes	237,790	1,308	80,767	-	86,784
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	5,699
Client treatment & therapies	132,211	-	1,358,584	-	-
Accounting/auditing	-	-	-	-	127,486
Legal	-	-	50	-	4,911
Subcontract services	1,823,889	-	313,274	-	2,024
Other professional fees	-	-	9,883	39,885	54,869
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	-	-	-	-
Conference/conventions	-	-	4,668	-	5,194
Other staff development	66	-	850	-	113,154
<b>OCCUPANCY COSTS</b>					
Rent	187,806	-	240	-	-
Mortgage payments	8,857	-	-	-	-
Utilities	97,732	-	-	-	47,809
Repairs and maintenance	24,045	150	-	-	102,949
Other occupancy costs	39,351	-	12,058	-	(179,433)
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	13,414	-	332	200	43,578
Building/household	18,918	-	11	-	1,016
Client	130,928	-	1,541	-	8,599
Medical supplies	4,462	-	2,692	974	-
<b>ASSISTANCE TO INDIVIDUALS</b>	1,666	-	26,937	-	607
<b>PRODUCT SALES</b>	85	-	-	-	214
<b>EQUIPMENT RENTAL</b>	-	-	75	-	32,084
<b>EQUIPMENT MAINTENANCE</b>	5,794	-	200	-	26,521
<b>DEPRECIATION</b>	29,232	5,820	-	-	199,305
<b>ADVERTISING</b>	-	-	2,383	-	24,669
<b>PRINTING</b>	-	-	-	-	4,622
<b>TELEPHONE</b>	4,306	-	-	-	81,923
<b>POSTAGE</b>	73	-	165	-	16,323
<b>TRANSPORTATION</b>	121,402	26,535	188,071	1,688	457
<b>INSURANCE</b>	-	-	-	-	87,579
<b>MEMBERSHIP DUES</b>	-	-	61,997	-	54,437
<b>CLIENT PAYMENTS</b>	35	-	-	-	15,245
<b>INTEREST</b>	-	-	-	-	-
<b>OTHER</b>	872	-	690	-	101,790
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 7,283,139</u>	<u>\$ 58,604</u>	<u>\$ 3,511,677</u>	<u>\$ 42,747</u>	<u>\$ 1,969,720</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 69,725	\$ 9,371,563	\$ 649,479	\$ 10,021,042	\$ 10,087,590
Employee benefits	21,117	2,567,293	190,139	2,757,432	3,022,697
Payroll taxes	4,926	698,473	47,401	745,874	756,905
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	5,699	-	5,699	3,099
Client treatment & therapies	-	4,787,830	24,719	4,812,549	4,880,436
Accounting/auditing	-	127,486	-	127,486	102,349
Legal	-	10,014	50	10,064	38,510
Subcontract services	-	2,274,782	7,432	2,282,214	2,170,722
Other professional fees	656	302,524	3,606	306,130	409,651
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	71	71	-	71	870
Conference/conventions	4,887	14,749	-	14,749	18,948
Other staff development	-	114,510	2,793	117,303	121,797
<b>OCCUPANCY COSTS</b>					
Rent	-	264,669	-	264,669	278,113
Mortgage payments	-	8,857	-	8,857	9,058
Utilities	-	156,023	-	156,023	162,171
Repairs and maintenance	-	129,571	1,108	130,679	123,832
Other occupancy costs	-	(3,543)	64,964	61,421	31,728
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	35	68,708	2,389	71,097	53,858
Building/household	-	20,434	192	20,626	22,892
Client	-	172,574	8,495	181,069	167,106
Medical supplies	-	8,939	366	9,305	12,992
<b>ASSISTANCE TO INDIVIDUALS</b>	-	31,721	4,037	35,758	38,321
<b>PRODUCT SALES</b>	-	36,756	-	36,756	36,604
<b>EQUIPMENT RENTAL</b>	-	32,159	-	32,159	31,679
<b>EQUIPMENT MAINTENANCE</b>	-	33,378	-	33,378	39,973
<b>DEPRECIATION</b>	-	245,253	-	245,253	233,465
<b>ADVERTISING</b>	2,013	30,125	-	30,125	23,181
<b>PRINTING</b>	2,537	8,761	-	8,761	7,825
<b>TELEPHONE</b>	-	94,523	-	94,523	87,824
<b>POSTAGE</b>	650	17,230	-	17,230	21,475
<b>TRANSPORTATION</b>	-	898,475	25,579	924,054	909,859
<b>INSURANCE</b>	-	87,579	-	87,579	87,655
<b>MEMBERSHIP DUES</b>	1,390	118,169	1,450	119,619	126,758
<b>CLIENT PAYMENTS</b>	-	161,862	909	162,771	192,915
<b>INTEREST</b>	-	-	-	-	2,597
<b>OTHER</b>	41,566	153,642	3,410	157,052	265,448
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 149,573</u>	<u>\$ 23,050,859</u>	<u>\$ 1,038,518</u>	<u>\$ 24,089,377</u>	<u>\$ 24,580,903</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

**Basis of Accounting**

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

**Basis of Presentation**

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2017 and 2016, the Council had unrestricted and temporarily restricted net assets.

**Cash and Cash Equivalents**

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short term investments with original maturities of three months or less to be cash equivalents.

**Certificates of Deposits**

The certificates of deposits are carried at fair value. Interest is accrued and recognized in income when earned.

### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 3.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

### **Contributions**

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

### **Property, Plant and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

### **Fair Value of Financial Instruments**

The Council's financial instruments consist of cash, certificates of deposits, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2017 and 2016.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

### **Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

### **Accrued Earned Time**

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

### **Income Taxes**

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

### **Advertising**

The Council expenses advertising costs as incurred.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

### **Accounting Estimates**

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

## 2. PROPERTY AND EQUIPMENT

As of June 30, 2017 and 2016, property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Buildings and improvements	\$ 3,920,342	\$ 3,898,954
Leasehold improvements	327,817	323,056
Furniture, fixtures and equipment	700,482	656,028
Vehicles	117,452	78,190
Land	152,200	152,200
Construction in progress	<u>11,585</u>	<u>-</u>
Total	5,229,878	5,108,428
Less accumulated depreciation	<u>1,512,967</u>	<u>1,272,063</u>
Property and equipment, net	<u>\$ 3,716,911</u>	<u>\$ 3,836,365</u>

Depreciation expense for the years ended June 30, 2017 and 2016 amounted to \$245,253 and \$233,465, respectively.

## 3. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provided for maximum borrowings up to \$3,000,000 and is renewable annually. Effective January 5, 2017 the Council renewed the revolving line of credit through December 31, 2017, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 8). At June 30, 2017 and 2016, the interest was stated at the bank's prime rate of 4.25% and 3.50%, respectively. There was no amount outstanding on this line of credit at June 30, 2017 and 2016.

## 4. RESTRICTIONS ON NET ASSETS

During the year ended June 30, 2012, the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2017 and 2016 consist of the net value of the building. The use of this building is restricted by deed for thirty years from the date of donation. As depreciation expense reduces the net book value of the building, temporarily restricted net assets are adjusted accordingly.

**5. RETIREMENT PLAN**

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2017 and 2016, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2017 and 2016 was \$53,148 and \$63,923, respectively.

**6. CONCENTRATION OF RISK**

For the years ended June 30, 2017 and 2016, approximately 84% and 83%, respectively, of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for that region. In June 2016, the Council was re-designated for the period September 2015 through September 2020.

Medicaid receivables comprise approximately 76% and 87% of the total accounts receivable balances at June 30, 2017 and 2016, respectively.

**7. LEASE COMMITMENTS**

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$296,828 and \$309,792 for the years ended June 30, 2017 and 2016, respectively.

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

<b><u>Year Ending</u></b> <b><u>June 30</u></b>	<b><u>Amount</u></b>
2018	\$ 132,819
2019	69,116
2020	36,516
2021	17,616
2022	<u>11,862</u>
Total	<u>\$ 267,929</u>

Refer to Note 8 for information regarding a lease agreement with a related party.

**8. RELATED PARTY TRANSACTIONS**

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provided transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Received From:</u>	<u>2017</u>	<u>2016</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance Reimbursement
<b><u>Paid To:</u></b>	<b><u>2017</u></b>	<b><u>2016</u></b>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of Homes
Genera Corporation	\$ -	\$ 120,000	Contribution
Lakes Region Community Services Foundation	\$ 73,844	\$ 100,000	Contribution
<b><u>Due (To)/From:</u></b>	<b><u>2017</u></b>	<b><u>2016</u></b>	
Genera Corporation	\$ (61,643)	\$(214,211)	
Greater Laconia Transit Agency	(15,086)	(12,086)	
Lakes Region Community Services Foundation	<u>(150,000)</u>	<u>(100,000)</u>	
	<b><u>\$(226,729)</u></b>	<b><u>\$(326,297)</u></b>	

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.



### **Demand Note Payable**

The Council's demand note payable is guaranteed by Genera Corporation (see Note 3).

### **Rent**

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

### **Insurance Reimbursement**

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

### **Prepaid Expenses Related to Affiliated Organization**

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. There were no advances for the years ended June 30, 2017 and 2016.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$18,246 and \$30,585 for the years ended June 30, 2017 and 2016, respectively.

## **9. CONTINGENCIES - GRANT COMPLIANCE**

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2017.

## **10. CLIENT FUNDS**

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2017 and 2016, client funds held by the Council aggregated \$221,183 and \$223,551, respectively.

## **11. CONCENTRATION OF CREDIT RISK**

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2017 and 2016. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2017 and 2016, cash balances in excess of FDIC coverage aggregated \$280,370 and \$617,057, respectively.

**12. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK**

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

**13. CONTINGENT LIABILITY HEALTH INSURANCE COSTS**

During the year ended June 30, 2016, the Council experienced significant health insurance claims exceeding the insurance company's estimates. As such, the insurance company informed the Council of the actuarial estimates of the increased health insurance costs incurred. The estimated liability associated with this health insurance cost was \$200,000 for the year ended June 30, 2016. In accordance with Financial Accounting Standards Board ASC Topic 450-20, the Council had recorded this amount as a contingent liability.

During the year ended June 30, 2017 the Council's health insurance claims returned to historical levels. Management has evaluated the circumstances and determined that no contingent liability is necessary as of June 30, 2017.

**14. RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**15. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 12, 2017, the date the June 30, 2017 financial statements were available for issuance.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Service Coordination</u></b>	<b><u>Day Programs</u></b>	<b><u>Early Intervention</u></b>	<b><u>Enhanced Family Care</u></b>	<b><u>Community Options</u></b>
Program fees	\$ 3,375	\$ 408	\$ 24,980	\$ 857,223	\$ -
Medicaid	896,050	3,717,027	330,159	4,014,663	298,408
Client resources	-	3,835	-	35,705	2,385
Other third party payers	16,596	50,661	519	-	-
Public support	-	600	11,200	-	-
Private foundations	-	-	-	-	-
Production/service income	1,589	245,869	163	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	77,759	-	-
Management fees	-	-	-	-	-
Other	<u>1,902</u>	<u>4,651</u>	<u>207</u>	<u>-</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 919,512</u></b>	<b><u>\$ 4,023,051</u></b>	<b><u>\$ 444,987</u></b>	<b><u>\$ 4,907,591</u></b>	<b><u>\$ 300,793</u></b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Community Residences</u></b>	<b><u>Transportation</u></b>	<b><u>Family Support</u></b>	<b><u>Other DDS</u></b>	<b><u>General Management</u></b>
Program fees	\$ 335,051	\$ -	\$ 15,978	\$ 47,644	\$ 45,954
Medicaid	6,651,390	-	4,550,188	-	-
Client resources	29,465	-	11,420	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	-
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	3,268
State of New Hampshire - DDS	-	-	-	-	1,137,929
Management fees	-	-	-	-	14,400
Other	<u>28,698</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>43,284</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 7,044,604</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 4,577,586</u></b>	<b><u>\$ 47,644</u></b>	<b><u>\$ 1,244,835</u></b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
Program fees	\$ -	\$ 1,330,613	\$ 113,358	\$ 1,443,971	\$ 1,380,392
Medicaid	-	20,457,885	137,297	20,595,182	20,749,967
Client resources	-	82,810	-	82,810	88,850
Other third party payers	-	67,776	-	67,776	111,825
Public support	65,226	77,026	229,203	306,229	313,996
Private foundations	-	-	73,814	73,814	51,436
Production/service income	-	247,621	-	247,621	298,533
Investment	-	3,268	-	3,268	1,718
State of New Hampshire - DDS	-	1,215,688	-	1,215,688	190,400
Management fees	-	14,400	4,137	18,537	20,882
Other	<u>(12,116)</u>	<u>66,626</u>	<u>461,120</u>	<u>527,746</u>	<u>1,027,235</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ <u>53,110</u></b>	<b>\$ <u>23,563,713</u></b>	<b>\$ <u>1,018,929</u></b>	<b>\$ <u>24,582,642</u></b>	<b>\$ <u>24,235,234</u></b>

# Lakes Region Community Services Board of Directors 2017 - 2018

**Gary Lemay, President \* √**

**Margaret Selig, Vice President √**

**Lynn Hilbrunner, Secretary \* √**

**Carrie Chase, Treasurer \* √**

**R. Stuart Wallace, Past Board President \* √**

**Randy Perkins, Member-at-Large √**

**Dona Murray**

**Richard Crocker**

**Edward Emond \***

**Garrett Lavallee**

**Elise Cushing**

**Catherine Walker**

**Thomas Costigan, Jr.\***

## **DIRECTORS EMERITI**

**Matthew Canfield, *Director Emeritus***

<p>√ Denotes Executive Committee Member * Denotes a Board Member Consumer (6/23/17)</p>
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REBECCA L. BRYANT

## EDUCATION

New England College

May 2018 Anticipated, Masters of Business Administration, Non Profit Leadership

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

Management Award

• NH Small Business Institute Project of the Year

• Business Manager, Equinox, Keene State Student Newspaper

## EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

**President & CEO** January 2017 – Current

**Director of Finance** April 2007 – January 2017

Chief Financial Officer of Community Based Not-For-Profit Corporation. Oversee financial and personnel administration for private non-profit human services agency with an annual budget of \$26 million and 500 employees. Prepare and monitor annual budgets. Negotiate funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepare and manage contracts with funding sources and vendors. Oversee Agency Risk Management program. Administer the agency's compensation and benefits plans. Ensure compliance with applicable state and federal labor regulations. Oversee the installation and support of agency Information Technology. Major accomplishments include \$2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Report to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

**Controller** August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

# REBECCA L. BRYANT

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

*Hyperion Administrator* July 2000-August 2000

*Assistant Hyperion Administrator* January 1999-July 2000

*Assistant Treasury Manager* October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

## SKILLS, CERTIFICATIONS

- ♦ Justice of the Peace, State of New Hampshire
- ♦ Notary Public, State of New Hampshire
- ♦ Leadership Lakes Region Class of 2008
- ♦ Proficiency in all Microsoft Office Applications
- ♦ Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
  - ♦ ADP and Harper's Payroll Systems
  - ♦ Business Process Kaizen
  - ♦ LEAN

## BOARDS

- ♦ Community Health Services Network (CHSN), IDN 5, Board Secretary
- ♦ Sigma One Manufacturer's Worker's Compensation Trust, Board Member at large
  - ♦ Community Support Network Incorporated (CSNI) Board Member at large

## COMMUNITY

- SAU #45 Superintendent Search Committee December 2016 – March 2017
  - ♦ Children's Ministry Volunteer, Grace Capital Church 2015 - Current
  - ♦ Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
    - ♦ Den leader, Cub Scout Pack 369 2005 – 2015
    - ♦ Advancements Chair, Cub Scout Pack 369 2005 – 2009
- ♦ Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
  - ♦ Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
  - ♦ Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
    - ♦ Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010
    - ♦ Youth Basketball Coach 2013 – 2014
    - ♦ Streetcar Company, Community Theatre House Manager



# Shelley Kelleher

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Skills Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

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## Lakes Region Community Services

Laconia, NH

2017-Present **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$27M and 500 employees.

2012-2016 **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011 **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

## Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006 **Finance Manager**-Manage controls and accuracy of financial data for \$300M division.

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

## MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001 **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.
- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000 **Merisel, Incorporated**

Marlborough, MA

**NAM Reporting and Financial Analysis Manager**-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996

**State Street Bank & Trust Company**

**Quincy, MA**

**Client Service Manager**-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

**Auditor**-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education

Master of Business Administration  
Bentley University, Waltham, MA  
Concentration: Finance

May 1993  
Graduate School of Business

BA in Economics and Political Science  
University of Massachusetts, Boston, MA

July 1987  
School of Arts and Sciences

Shannon M. Kelly



EDUCATION: **Wheelock College, Boston, MA**  
Bachelors of Social Work, 1985

EXPERIENCE: **Lakes Region Community Services, Laconia, NH**

**EXECUTIVE VICE PRESIDENT (2/17 to present)**

Responsibilities: Provide direct supervisory leadership and oversight to all service delivery programs and directors; support the directors and staff in a manner that empowers them to lead their departments effectively; ensure that LRCS develops a deeper bench for succession planning by identifying and mentoring future leaders within the organization; evaluate and monitor all functions of the service delivery departments of the organization to assure quality and operations are in compliance with applicable laws and regulations; solve problems with LRCS service delivery department and develop strategies to circumvent systemic issues; and lead agency initiatives regarding service delivery.

**DIRECTOR OF INDIVIDUAL AND FAMILY SERVICES (6/15 to 2/17)**

Responsibilities: Provide leadership to & oversight of the day to day operations for the departments of Resource Coordination, Self-Directed Services and Home Assist Services; ensure that service delivery promotes independence, dignity & opportunity while maintaining the health & safety for all individuals; develop and monitor individual & department budgets; oversee Intake & Eligibility; provide training for individuals, families & staff; participate in the statewide committees for each of the respective services; serve as the liaison for the Family Support Council; serve as liaison for NH CarePath initiatives at the state & local levels.

**DIRECTOR OF COMMUNITY SUPPORT SERVICES (7/12 to 6/15)**

Responsibilities: develop a new department of the organization to oversee the service models for Self Directed Services (SDS) and In-Home Supports; recruit SDS Representatives to provide on-going support to individuals and families with directing and managing their services to achieve satisfaction while maintaining compliance with state regulations and adherence to the state's guidelines in utilizing Medicaid funds. Continue to expand the Home Assist Services for elders and individuals with chronic illnesses. Successfully bid for and be awarded two state contracts via a grant application process for In-Home Care in southern Grafton County (July, 2013) and Belknap County (July, 2014) growing the services by 300%.  
Serve as INTERIM DIRECTOR OF SHARED FAMILY LIVING (2/13-12/14)

**DIRECTOR OF HOME ASSIST (3/10 to 7/12)**

Responsibilities: support the marketing of the service via public presentations, articles and advertisement; Oversee and manage the request for and provision of services; support and/or assist with recruitment of PCSP, support the development of the program's policies and procedures, ensure the program's licensing and certification.

**DIRECTOR OF PUBLIC RELATIONS AND DEVELOPMENT (7/08 to 7/12)**

Responsibilities: development of all written, website, and on-air materials for LRCS including press releases, annual reports, newsletters, website, brochures, public service announcements, radio and television scripts and articles for newspapers; act as spokesperson; coordination and implementation for fundraising and development activities; assist in coordinating special events; development and implement strategic public relations and marketing plan to include goals, strategies and budgets; manage website; and grant writing.

**New England Salem Children's Trust, Rumney, NH**

**DIRECTOR OF NEW ENGLAND SALEM (4/07 to 7/08)**

Responsibilities: overseeing residential services and clinical services including management and oversight of all operational practices, policy development, regulatory compliance for state certification & licensing, staff training & development, budget development & implementation, fund raising development and all other related functions. Lead program development and implementation of two new services: Independent Living and ISO – Foster Care. Regular attendance at State level meetings.

**Lakes Region Community Services, Laconia, NH**

DIRECTOR OF SHARED FAMILY LIVING (12/94 to 4/07)

Responsibilities: directing, managing & overseeing all operational practices for the department of Shared Family Living to include recruitment & retention of home providers; family placements; development & monitoring of contracts, individual budgets & department budgets; regulatory compliance for state certification for all homes; maintaining Child Placing License through DCYF; develop, coordinate and facilitate training for home providers; provide support, problem-solving & advocacy for individuals & provider families; participating in LRCS's senior management team and all related functions;.

COORDINATOR OF SHARED FAMILY LIVING (6/92 – 12/94)

Responsibilities: developing & preparing new provider families; contract reviews, identify compatibility and assist with placements; establish operational procedures for the department for regulatory compliance for State certification; providing assistance, training, support & supervision provider families; and providing support & supervision to Shared Family Living Specialists.

SHARED FAMILY LIVING SPECIALIST (4/90 – 6/92)

Responsibilities: providing assistance, training, support and supervision to provider families; monitor compliance with state regulations and agency policies; oversight of State certification inspections; support and monitor the implementation of service agreements.

**Center for Humanistic Change, North Adams, MA**

CLINICAL SUPERVISOR/CASE MANAGER (5/88 – 7/89)

VOCATIONAL SPECIALIST/PROGRAM SUPERVISOR (7/86-5/88)

**TRAINING:**

• Family Support • Supporting & Strengthening Families • Dual Diagnoses • Disability is Natural • Leadership & Person Centered Lives • Consumer Driven Futures • Individual Rights • Empowerment: Individual & Family • Working with Teams • Facilitation • Asset Based Community Development • Developing Community Resources • Health & Safety • Funding Implications & Medicaid • State Regulations Trainings • Personnel Law • Interpersonal Communication •

**REFERENCES:**

Available upon request.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Lakes Region Community Services

**Name of Program/Service:** In-Home Services, In-Home Health Aide, and In-Home Nursing Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rebecca Bryant, President & CEO	\$120,000	0.00%	\$0.00
Shelley Kelleher, Vice President & CFO	\$85,000	0.00%	\$0.00
Shannon Kelly, Executive Vice President	\$95,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**  
**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen U. Ryan  
 Director of Human  
 Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9203 1-800-351-1888  
 Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 6, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into **retroactive** agreements with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$1,945,983 effective October 1, 2016 through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor Code	Address	Amount
Lakes Region Community Services	177251	719 North Main Street Laconia, NH 03246	\$1,336,468
Lake Sunapee Community Health Services	174248	107 Newport Road New London, 03257	\$609,515
		<b>TOTAL:</b>	<b>\$1,945,983</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

This request is **retroactive** because these two (2) vendors have been providing In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services to New Hampshire citizens in the Sullivan County service area since October 1, 2016.

The Department received notification in September that the vendor who was providing these types of services in the Sullivan County area declined to extend their contract for services at the same time other vendors were amending to extend their contracts for the same services. Additionally at the same time, the Department was looking to procure these services via a new procurement. These vendors were also selected through the new procurement request. The Department worked quickly to send new contracts to these two (2) vendors however, the executed contracts were not received in hand from the vendor until early December.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to: assistance with preparing and administering medication; providing a health evaluation and developing a health and wellness plan.

The Department of Health and Human Services issued a Request for Application on August 10, 2016, applications for sixteen (16) service areas were received from twelve (12) vendors. The contracts were competitively bid. A bid summary is attached. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Nine (9) of the contracts were approved by Governor and Executive Council on December 21, 2016. These two (2) are submitted under separate cover because the services have been provided since October making this request retroactive.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

The contracts, as indicated in Exhibit C-1, include renewal language for up to two (2) additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

Area served: Statewide

Source of Funds: 43% Federal Funds between two grants, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, and 57% General Funds.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner



**RFA-2017-BEAS-01-INHOM  
FISCAL DETAILS**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Lakes Region Community Services (Vendor Code 177251),**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540-500382	Contracts for Program Services	\$64,681.77
2018	540-500382	Contracts for Program Services	\$84,811.74
2019	540-500382	Contracts for Program Services	\$21,203.44
		<b>Sub-total:</b>	<b>\$170,696.95</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540-500382	Contracts for Program Services	\$52,532.50
2018	540-500382	Contracts for Program Services	\$70,047.50
2019	540-500382	Contracts for Program Services	\$17,515.00
		<b>Sub-total:</b>	<b>\$140,095.00</b>

<b>Grand Total:</b>			<b>\$310,791.95</b>
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**RFA-2017-BEAS-01-INHOM  
FISCAL DETAILS**

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)**

**Lakes Region Community Services (Vendor Code 177251),**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	543-500385	Contracts for Program Services	\$445,208.95
2018	543-500385	Contracts for Program Services	\$576,447.76
2019	543-500385	Contracts for Program Services	\$144,114.34
		<b>Sub-total:</b>	<b>\$1,165,771.05</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	543-500385	Contracts for Program Services	\$176,032.50
2018	543-500385	Contracts for Program Services	\$234,710.00
2019	543-500385	Contracts for Program Services	\$58,677.50
		<b>Sub-total:</b>	<b>\$469,420.00</b>

<b>Grand Total:</b>			<b>\$1,635,191.05</b>
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New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

- Bidder Name**
1. Androscoggin Valley Home Care
  2. Area Home Care Family Services
  3. Child & Family Services (Hillsborough CO)
  4. Child & Family Services (Merrimack CO)
  5. CornerStone VNA
  6. Franklin VNA & Hospice
  7. Lake Sunapee Region VNA & Hospice
  - \* 8. Lakes Region Community Services (Belknap CO)
  - \* 9. Lakes Region Community Services (Grafton CO)
  10. Lakes Region Community Services (Sullivan CO)
  11. North Country Home Health & Hospice Agency (Coos Co)
  12. North Country Home Health & Hospice Agency (Grafton CO)
  13. Northwoods Home Health & Hospice
  14. The Homemakers Health Services
  15. Visiting Nurse Home Care & Hospice of Carroll County
  16. VNA at HCS, Inc.

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM -07)

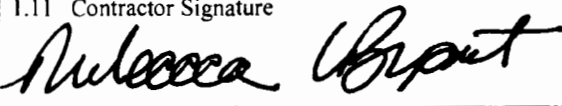
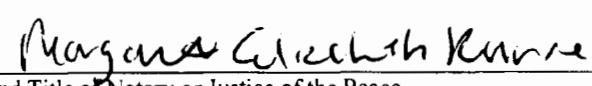
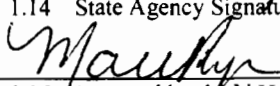
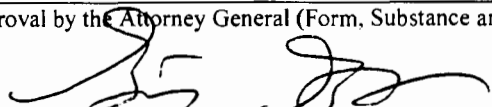
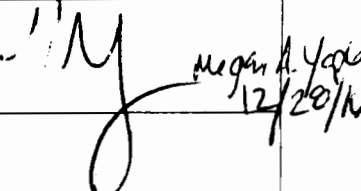
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services		1.4 Contractor Address 719 North Main Street Laconia, NH 03246  Mailing is PO Box 509, Laconia, NH 03247	
1.5 Contractor Phone Number 603-581-1500	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018 <del>June 30, 2018</del> (W/1/17)	1.8 Price Limitation \$1,336,468
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rebecca L. Bryant Interim Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>11/16/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Margaret Elizabeth Rennie			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) Date: <u>12/6/16</u>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/5/16</u> - 			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Contractor Initials **RB**  
Date **11/16/16**

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Sullivan, Grafton, and Belknap Counties. The Contractor shall ensure service areas include the towns of:
  - 1.3.1. Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Plainfield, Springfield, Sunapee, Unity, Washington.
  - 1.3.2. Alexandria, Ashland, Bath, Benton, Bethlehem, Bridgewater, Bristol, Campton, Canaan, Dorchester, Easton, Ellsworth, Enfield, Franconia, Grafton, Groton, Hanover, Haverhill, Hebron, Holderness, Landaff, Lebanon, Lincoln, Lisbon, Littleton, Lyman, Lyme, Monroe, Orange, Orford, Piermont, Plymouth, Rumney, Sugar Hill, Thornton, Warren, Waterville Valley, Wentworth, Woodstock.
  - 1.3.3. Alton, Barnstead, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton, Sanbornton, Tilton.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules,





and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

- 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
- 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
- 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
- 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
  - 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## **2. Scope of Work**

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
  - 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

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- 2.1.1.3.1.1. Washing dishes;
- 2.1.1.3.1.2. Dusting;
- 2.1.1.3.1.3. Vacuuming;
- 2.1.1.3.1.4. Sweeping;
- 2.1.1.3.1.5. Wet-mopping floors;
- 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
- 2.1.1.3.1.7. Emptying wastebaskets.
- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or

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11/16/16



remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;

- 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
- 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
- 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
- 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.

2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

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11/16/16



- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
  - 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.
  - 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
  - 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;

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11/16/16



- 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.
- 2.2. The Contractor shall administer services as follows:
- 2.2.1. Access to Services
    - 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
    - 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.
  - 2.2.2. Client Request and Application for Services
    - 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
      - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
      - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.
  - 2.2.3. Client Eligibility Requirements for Services

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- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5
- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that

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contribute to the individual's risk of neglect, abuse, and exploitation.

2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.

2.2.5.1.4. Individuals receive the information they need to make informed decisions.

2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

2.2.5.1.7. Individual's rights are affirmed and protected.

2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

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2.2.6. Client Fees and Donations

2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:

2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.

2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services

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- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
  - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
  - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.
- 2.2.8. Referring Clients to Other Services
- 2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.
- 2.2.9. Client Wait Lists
- 2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.
  - 2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
  - 2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:
    - 2.2.9.3.1. The individual's full name and date of birth.
    - 2.2.9.3.2. The name of the service being requested.
    - 2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.
    - 2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

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- 2.2.9.3.5. 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.
- 2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.
- 2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
  - 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list. in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

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- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
  - 2.2.12.1.1. The client's name.
  - 2.2.12.1.2. The type of service received by the client.
  - 2.2.12.1.3. The date of written complaint or concern of the client.
  - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
  - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

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2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.

2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service

RB  
11/16/16



obligations prior to the completion date such as but not limited to:

2.2.14.1.1. Reducing hours of operation.

2.2.14.1.2. Changing a geographic service area.

2.2.14.1.3. Closing or opening a site.

2.2.14.2. The Contractor shall include in the written notification the following:

2.2.14.2.1. The reasons for the inability to deliver services.

2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

RB  
11/16/16



2.2.15.1.3.A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

### 3. Staffing

- 3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.
- 3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section

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Date 11/16/16



2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

## **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.
  - 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
  - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
  - 5.1.7. Unmet need/waiting list.
  - 5.1.8. Lengths of time clients are on a waiting list.
  - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
  - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
  - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## **6. Contract Monitoring**

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

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- 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.





Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1, Rate Sheet; Exhibit B-2, Rate Sheet; and Exhibit B-3, Rate Sheet.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet; Exhibit B-2, Rate Sheet; and Exhibit B-3, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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11/14/16

Exhibit B-1 Rate Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services (SULLIVAN COUNTY)**

10/1/2016 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	9,500	\$9.58	\$91,010.00
In Home Care Services (Title III)	1/2 Hour	1,792	\$9.58	\$17,167.36

7/1/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	10,875	\$9.58	\$104,182.50
In Home Care Services (Title III)	1/2 Hour	2,240	\$9.58	\$21,459.20

7/1/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	2,719	\$9.58	\$26,048.02
In Home Care Services (Title III)	1/2 Hour	560	\$9.58	\$5,364.80

Contractor Initials: *RB*

Date: *11/16/16*

Exhibit B-2 Rate Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services (Belknap County)**

10/1/2016 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,757.20

7/1/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	24,649	\$9.58	\$236,132.63
In Home Care Services (Title III)	1/2 Hour	3,307	\$9.58	\$31,676.27

7/1/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,162	\$9.58	\$59,033.16
In Home Care Services (Title III)	1/2 Hour	827	\$9.58	\$7,919.07

Contractor Initials: 

Date: 11/6/18

Exhibit B-3 Rate Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services (Grafton County)**

10/1/2016 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,757.20

7/1/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	24,649	\$9.58	\$236,132.63
In Home Care Services (Title III)	1/2 Hour	3,307	\$9.58	\$31,676.27

7/1/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,162	\$9.58	\$59,033.16
In Home Care Services (Title III)	1/2 Hour	827	\$9.58	\$7,919.07

Contractor Initials: *RB* Date: *11/16/18*



### SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

New Hampshire Department of Health and Human Services  
Exhibit C



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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. 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.
  - 11.2. 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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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Date 11/14/16





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*AS*  
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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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11/14/16

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: LAKES REGION COMMUNITY SERVICES

11/16/16  
Date

Rebecca L. Bryant  
Name: REBECCA L. BRYANT  
Title: INTERIM EXECUTIVE DIRECTOR

Contractor Initials RLB  
Date 11/16/16



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: LAKES REGION COMMUNITY SERVICES

11/16/16  
Date

Rebecca Bryant  
Name: Rebecca C Bryant  
Title: Interim Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Lakes Region Community Services

11/16/16  
Date

Rachel Bryant  
Name: RACHEL L. BRYANT  
Title: INTERIM EXECUTIVE DIRECTOR

Contractor Initials RB  
Date 11/16/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

*RB*

Date

*11/16/16*



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: LATES REGION Community Services

11/16/16  
Date

Rebecca Libby  
Name: Rebecca Libby  
Title: Interim Executive Director

Exhibit G

Contractor Initials

RLB

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

Date 11/16/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Lakes Region Community Services

11/16/16  
Date

Rebecca L Bryant  
Name: Rebecca L Bryant  
Title: Interim Executive Director

Contractor Initials RB  
Date 11/16/16



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

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11/16/16



Exhibit I

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

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

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

RB

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Exhibit I

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

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

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

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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11/16/16



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

RB

11/16/16



Exhibit I

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

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

<p>_____ The State</p> <p><u>Maureen Ryan</u> Signature of Authorized Representative</p> <p><u>Maureen Ryan</u> Name of Authorized Representative</p> <p><u>Director, OHS</u> Title of Authorized Representative</p> <p><u>12/6/14</u> Date</p>	<p><u>LAKES REGION Community Services</u> Name of the Contractor</p> <p><u>Maureen Bryant</u> Signature of Authorized Representative</p> <p><u>Rebecca L. Bryant</u> Name of Authorized Representative</p> <p><u>Interim Executive Director</u> Title of Authorized Representative</p> <p><u>11/16/16</u> Date</p>
---	--





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

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

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

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

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

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

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

Contractor Name: LAKES REGION COMMUNITY SERVICES

11/16/16  
Date

Rebecca Bryant  
Name: Rebecca L. Bryant  
Title: INTERIM EXECUTIVE DIRECTOR



FORM A

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

1. The DUNS number for your entity is: 122778277
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



---

**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, 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 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 March 8, 2017 (Item #8), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$259,120.30 from \$609,515.00 to read: \$868,635.30.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

**New Hampshire Department of Health and Human Services**  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/25/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Lake Sunapee Community Health Services

1/15/18  
Date

James Colhart  
Name: James Colhart  
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on JAN 15 2018, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Brenda Cooper, Trust DOK ASOC.  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2-25-20

**BRENDA R. COOPER**  
Notary Public - New Hampshire  
My Commission Expires February 25, 2020

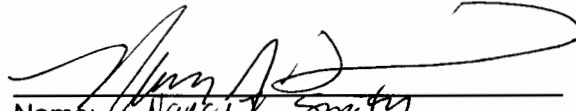
**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



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

OFFICE OF THE ATTORNEY GENERAL

11/25/2020  
Date

  
Name: Nancy J. Smith  
Title: Senior Asst Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

*[Handwritten Signature]*  
1/15/14



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

*AC*  
*1/15/18*


Exhibit B-1 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	18,375	\$9.58 \$176,032.50
In Home Care Services (Title III)	1/2 Hour	3,375	\$9.58 \$32,332.50
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,616	\$12.50 \$20,200.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50 \$0.00

07/01/2017 through 06/30/2018 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	24,500	\$10.06 \$246,470.00
In Home Care Services (Title III)	1/2 Hour	4,500	\$10.06 \$45,270.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,155	\$13.13 \$28,295.15
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73 \$0.00

07/01/2018 through 06/30/2019 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	24,500	\$10.06 \$246,470.00
In Home Care Services (Title III)	1/2 Hour	4,500	\$10.06 \$45,270.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,155	\$13.13 \$28,295.15
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73 \$0.00

Contractor Initials:   
 Date: 1/15/18



## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

James Colhane, President/CEO Lake Sunapee Community Health Services

Name, Title, and Agency Name



Signature

1/15/18

Date

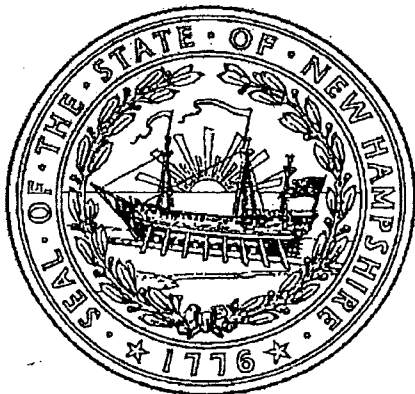
# State of New Hampshire

## 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 registered to transact business in New Hampshire on February 01, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 149122



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of February A.D. 2017.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

Business Name:	LAKE SUNAPEE COMMUNITY HEALTH SERVICES	Business ID:	149122
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/01/1990	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/01/1990		
Principal Office Address:	107 NEWPORT ROAD, NEW LONDON, NH, 03257, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / PROMOTE MEASURES TO IMPROVE HEALTH & ASSIST PREVENTION/TREATMENT OF DISEASES	

Page 1 of 1, records 1 to 1 of 1

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**CERTIFICATE OF VOTE**

I, Donald Eberly, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Lake Umbagog Community Health Services  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 8/30/2016:  
(Date)

**RESOLVED:** That the CEO/President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15<sup>th</sup> day of January, 2018.  
(Date Contract Signed)

4. James Colhoun is the duly elected CEO/President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE  
County of MERRIMACK

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of JAN, 2018.

By Donald Eberly, MD  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2-25-20

**BRENDA R. COOPER**  
Notary Public - New Hampshire  
My Commission Expires February 25, 2020

ACORD™

Client#: 995002 LAKESUN
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2018

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

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

PRODUCER: USI Insurance Services LLC
INSURED: Lake Sunapee Region VNA
CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123
FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE:
INSURER A: Technology Insurance Company, Inc. NAIC #: 42376

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
\*\*\*Workers Compensation & Employers Liability\*\*\* 3. A. New Hampshire
This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER: Department of Health and Human Services, State of NH, 129 Pleasant Street, Concord, NH 03301
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2018

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

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

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C No. Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com	<b>FAX (A/C No.):</b> 603-886-4230
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> LAKSU Lake Sunapee Region Visiting Nurse Associates and Affiliates 107 Newport Road, PO Box 2209 New London NH 03257	<b>INSURER A :</b> American Alternative Ins Corp	
	<b>INSURER B :</b> Travelers Indemnity Co	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

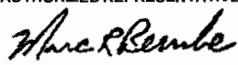
**COVERAGES**                      **CERTIFICATE NUMBER:** 1583648962                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VHHHHG305466105	3/1/2017	3/1/2018	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 AGG \$ 3,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VHHHHA105063600	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			VHHHHX535060704	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B A	Professional Liability Crime			VHHHHG305466105 106018374 VHHHHP205200005	3/1/2017 3/1/2017 3/1/2017	3/1/2018 3/1/2018 3/1/2018	1,000,000 per claim Fidelity \$300,000 Property \$2,665,390

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

**CERTIFICATE HOLDER****CANCELLATION**

Department of Health and Human Services 129 Pleasant St 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 
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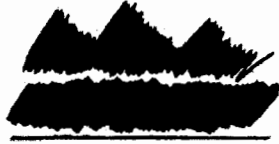
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**Mission Statement**  
**Lake Sunapee Region VNA**

*Lake Sunapee Region VNA & Hospice provides health care and hospice services for individuals and families in homes and community settings, fostering continuity of care across settings, and enabling people to stay in their homes as long as possible.*

**Note:**

- **Lake Sunapee Community Health Services is a wholly-owned affiliate of Lake Sunapee Region VNA**



# Lake Sunapee Region VNA & Affiliates

Lake Sunapee Region Visiting Nurse Association  
Lake Sunapee Home Care & Hospice  
Lake Sunapee Community Health Services

Unaudited

## **Financial Statements**

**December 31, 2017**

<u>Page #</u>	<u>Description</u>
1	Monthly Performance Indicators
2	Quarterly Dashboard
3	Consolidated Monthly P&L
4	Consolidated Year to date P&L
5	Program Monthly P&L
6	Program Year to Date P&L
7	Consolidated Balance Sheet



**Lake Sunapee Region VNA & Hospice**  
**Key Performance Indicators**  
**December 31, 2017**

	<u>Monthly</u>			<u>Year to Date</u>		
	<u>Dec-17</u>	<u>Budget</u>	<u>Prior Dec</u>	<u>FY 2018</u>	<u>Budget</u>	<u>FY 2017</u>
<b>Profit &amp; Loss Statement</b>						
Operating Revenue	828,934	852,617	758,882	2,517,387	2,580,834	2,357,400
Operating Expenses	856,856	854,527	836,277	2,578,870	2,573,477	2,532,653
Operating Profit (Loss)	(27,922)	(1,910)	(77,395)	(61,483)	7,357	(175,253)
Operating Margin	-3%	0%	-10%	-2%	0%	-7%
Other Gains	58,238	42,667	110,923	237,998	133,651	219,865
Increase in Net Assets	30,316	40,757	33,528	176,515	141,008	44,612
Margin	4%	5%	4%	7%	5%	2%
<b>Balance Sheet</b>						
Days Cash & Investments	147		113			
Accounts Receivable						
Days Revenue (net)	43		67			
% of AR over 90 days	30.3%		36.0%			
<b>Home Care - PPS</b>						
Census - Medicare (not including palliative)	150		203			
Census Palliative - Medicare	17					
Episode Starts - Medicare only	121	130	145	362	390	408
Case Mix (excluding LUPAs)	1.0251	1.0000	0.9404	1.0561	1.0000	0.9681
<b>Hospice</b>						
Census	43.8	44.0	31.2	47.2	44.0	35.8
Billable Days	1,358	1,338	968	4,343	4,015	3,297
Average Length of Stay	131		88	83		192
Median Length of Stay	36		27	36		55
<b>Community Health Services - Self Pay &amp; LTC</b>						
Billable Hours	3,802		4,060	11,333		11,764
<b>Satisfaction Survey - Returned Month</b>						
	<u>LSRVNA</u>			<u>LSRVNA</u>	<u>SHP-state</u>	<u>LSRVNA</u>
<u>HomeCare</u>				<u>Rolling 12 Months</u>		
Care of Patient	85%		84%	88%	90%	89%
Communication	86%		92%	86%	87%	87%
Specific Care Issues	91%		86%	85%	86%	84%
Rated LSRVNA 9 or 10	81%		76%	81%	85%	83%
Would Recommend LSRVNA	84%		83%	81%	84%	83%
Overall Composite	87%		86%	86%	87%	86%
# of Surveys	26		29	377	4133	296
<u>Hospice</u>						
Hospice Team Communication	100%			75%	82%	76%
Getting Timely Care	100%			76%	76%	70%
Treating Family Member w/ Respect	100%			91%	92%	94%
Providing Emotional Support	100%			94%	92%	90%
Getting Help for Symptoms	100%			68%	76%	75%
Getting Hospice Care Training	100%			79%	75%	69%
Overall Rating of Hospice	100%			81%	85%	84%
Recommend Hospice	100%			85%	87%	86%
Overall Composite	100%			80%	83%	79%
Number of Surveys	1			55	1238	37

**Lake Sunapee Region VNA & Hospice  
Quarterly Dashboard**

	Quarter Ending				
	<u>Dec-16</u>	<u>Mar-17</u>	<u>Jun-17</u>	<u>Sep-17</u>	<u>Dec-17</u>
<b><u>Income Statement</u></b>					
Revenue - Operations					
Home Care	1,293,755	1,356,775	1,266,779	1,332,019	1,313,448
Hospice	520,302	492,069	612,316	729,379	711,929
CHS	541,856	537,813	484,300	494,316	485,875
Other	1,487	995	974	2,206	6,135
Total	<u>2,357,400</u>	<u>2,387,652</u>	<u>2,364,369</u>	<u>2,557,920</u>	<u>2,517,387</u>
Expenses					
Salaries / Benefits	2,088,984	2,005,852	2,005,582	2,003,320	2,121,991
Other	443,669	416,027	386,862	453,336	466,879
Total	<u>2,532,653</u>	<u>2,421,879</u>	<u>2,392,444</u>	<u>2,456,656</u>	<u>2,588,870</u>
Operating Gain / (Loss)	<u>(175,253)</u>	<u>(34,227)</u>	<u>(28,075)</u>	<u>101,264</u>	<u>(71,483)</u>
Other Rev & Gains	165,107	75,534	169,829	193,602	144,967
Unrealized Gains on Investments	54,758	63,015	37,992	58,509	93,031
Assets released from Restriction	-	-	-	10,000	-
Net Asset Change	<u>44,612</u>	<u>104,322</u>	<u>179,746</u>	<u>363,375</u>	<u>166,515</u>

Salary & Benefits as a % of Revenue	89%	84%	85%	78%	84%
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**Balance Sheet**

Days of Cash & Investments	113	116	129	145	147
Days of Revenue in AR (net)	67	59	44	42	43

**Home Care**

Case Mix	0.9681	0.9948	1.0051	1.0183	1.0582
HHCAHPS Overall Composite (returns)	87%	86%	85%	85%	86%
Star Rating					
Quality of Care	3.0	3.0	3.0	3.0	3.0
Patient Survey	3.0	3.0	3.0	3.0	3.0

**Hospice**

Average Daily Census	35.8	31.3	40.3	48.0	47.2
HCAHPS Overall Composite (returns)	86%	83%	79%	80%	77%

**Private Duty**

Billable Hours - Self Pay & LTC	11,764	11,379	10,936	11,917	11,333
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**Lake Sunapee Region VNA and Hospice**  
**Consolidated Revenue and Expense**  
**Current Month December 31, 2017**

	Combined Actual	Combined Budget	Prior Year Actual
<b>Operating Revenue</b>			
Net Patient Service Revenue	819,510	845,050	754,458
Net assets released from restrictions	0	0	0
Other Operating Revenue	<u>9,424</u>	<u>7,567</u>	<u>4,424</u>
<b>Net Operating Revenue</b>	<b>828,934</b>	<b>852,617</b>	<b>758,882</b>
<b>Operating Expenses</b>			
Salaries / Benefits	730,361	708,660	698,819
Professional / Contracted Svcs	24,182	34,294	36,127
Advertising / Recruiting	3,930	9,477	6,965
Outside Training / Meeting Exp	1,943	3,418	2,423
Travel / Mileage	21,220	23,620	21,365
Rental / Lease Expense	599	280	2,948
Utilities / Maintenance	14,766	12,011	11,056
Interest Expense	0	0	0
Depreciation Expense	9,690	10,411	10,093
Supplies	41,226	41,572	37,702
Other Operating Expenses	<u>8,939</u>	<u>10,784</u>	<u>8,780</u>
<b>Total Operating Expenses</b>	<b>856,856</b>	<b>854,527</b>	<b>836,278</b>
<b>Operating Gain (Loss)</b>	<b>(27,922)</b>	<b>(1,910)</b>	<b>(77,396)</b>
<b>Other Revenue and Gains</b>			
Contributions & Net Fundraising	29,044	21,833	71,855
Grant & United Way Funds	586	626	2,196
Renaissance Shoppe Net	13,355	10,625	11,471
Municipal & County Appropriations	7,684	7,925	4,607
Investment Income	<u>1,032</u>	<u>1,658</u>	<u>269</u>
<b>Total Other Revenue and Gains</b>	<b>51,701</b>	<b>42,667</b>	<b>90,398</b>
Unrealized Gains on Investments	6,537	0	20,525
Net assets released from restrictions for capital acquisition	<u>0</u>	<u>0</u>	<u>0</u>
<b>Gains Over Expenses</b>	<b><u>30,316</u></b>	<b><u>40,757</u></b>	<b><u>33,527</u></b>

**Lake Sunapee Region VNA and Hospice**  
**Consolidated Revenue and Expense**  
**Year To Date December 31, 2017**

	Combined Actual	Combined Budget	Prior Year Actual
<b>Operating Revenue</b>			
Net Patient Service Revenue	2,459,701	2,535,152	2,319,736
Net assets released from restrictions	0	0	0
Other Operating Revenue	<u>57,686</u>	<u>45,682</u>	<u>35,789</u>
<b>Net Operating Revenue</b>	<b>2,517,387</b>	<b>2,580,834</b>	<b>2,355,525</b>
<b>Operating Expenses</b>			
Salaries / Benefits	2,111,991	2,125,982	2,088,982
Professional / Contracted Svcs	101,936	102,883	103,674
Advertising / Recruiting	27,028	28,427	25,379
Outside Training / Meeting Exp	10,245	10,250	7,192
Travel / Mileage	72,405	70,860	72,435
Rental / Lease Expense	689	840	8,964
Utilities / Maintenance	44,566	33,933	34,292
Interest Expense	0	0	0
Depreciation Expense	28,988	31,234	30,201
Supplies	155,243	136,719	135,918
Other Operating Expenses	<u>25,779</u>	<u>32,349</u>	<u>25,614</u>
<b>Total Operating Expenses</b>	<b>2,578,870</b>	<b>2,573,477</b>	<b>2,532,651</b>
<b>Operating Gain (Loss)</b>	<b>(61,483)</b>	<b>7,357</b>	<b>(177,126)</b>
<b>Other Revenue and Gains</b>			
Contributions and Net Fundraising	61,788	71,150	99,979
Grant & United Way Funds	2,508	1,876	3,457
Renaissance Shoppe Net	46,688	31,875	37,755
Municipal & County Appropriations	24,926	23,775	19,620
Investment Income	<u>9,057</u>	<u>4,975</u>	<u>6,171</u>
<b>Total Other Revenue and Gains</b>	<b>144,967</b>	<b>133,651</b>	<b>166,982</b>
Unrealized Gains on Investments	93,031	0	54,758
Net assets released from restrictions for capital acquisition	0	0	0
<b>Gains Over Expenses</b>	<b><u>176,515</u></b>	<b><u>141,008</u></b>	<b><u>44,614</u></b>

**Lake Sunapee Region VNA and Hospice  
Program - Revenue and Expense  
Current Month December 31, 2017**

	Building	Admin	HomeCare	Hospice	CHS	Combined
<b>Operating Revenue</b>						
Net Patient Service Revenue	0	0	445,080	218,411	156,019	819,510
Other Operating Revenue	0	4,526	30	200	4,668	9,424
<b>Net Operating Revenue</b>	<b>0</b>	<b>4,526</b>	<b>445,110</b>	<b>218,611</b>	<b>160,687</b>	<b>828,934</b>
<b>Operating Expenses</b>						
Salaries / Benefits	0	214,027	277,911	84,644	153,779	730,361
Professional / Contracted Svcs	0	21,400	1,328	1,177	277	24,182
Advertising / Recruiting	0	3,930	0	0	0	3,930
Outside Training / Meeting Exp	0	1,605	338	0	0	1,943
Travel / Mileage	0	1,896	11,055	2,930	5,340	21,221
Rental / Lease Expense	0	419	0	0	180	599
Utilities / Maintenance	5,653	8,918	0	0	195	14,766
Interest Expense	0	0	0	0	0	0
Depreciation Expense	3,922	5,768	0	0	0	9,690
Supplies	0	7,195	9,524	23,767	740	41,226
Other Operating Expenses	0	8,870	0	69	0	8,939
Overhead Expense	(9,576)	(273,968)	157,682	59,146	66,716	0
<b>Total Operating Expenses</b>	<b>(1)</b>	<b>60</b>	<b>457,838</b>	<b>171,733</b>	<b>227,227</b>	<b>856,857</b>
<b>Operating Gain (Loss)</b>	<b>1</b>	<b>4,466</b>	<b>(12,728)</b>	<b>46,878</b>	<b>(66,540)</b>	<b>(27,923)</b>
<b>Other Revenue and Gains</b>						
Contributions and Net Fundraising	0	24,869	300	3,875	0	29,044
Renaissance Shoppe Net	13,355	0	0	0	0	13,355
Municipal Appropriations / United Way	0	8,270	0	0	0	8,270
Investment Income	2	946	0	0	84	1,032
<b>Total Other Revenue and Gains</b>	<b>13,357</b>	<b>34,085</b>	<b>300</b>	<b>3,875</b>	<b>84</b>	<b>51,701</b>
<b>Gains Over Expenses</b>	<b>13,358</b>	<b>38,551</b>	<b>(12,428)</b>	<b>50,753</b>	<b>(66,456)</b>	<b>23,778</b>

**Lake Sunapee Region VNA and Hospice  
Program - Revenue and Expense  
Year to Date December 31, 2017**

	Building	Admin	HomeCare	Hospice	CHS	Combined
<b>Operating Revenue</b>						
Net Patient Service Revenue	0	0	1,299,544	722,266	475,852	2,497,662
Other Operating Revenue	0	6,135	33,398	500	17,653	57,686
<b>Net Operating Revenue</b>	<b>0</b>	<b>6,135</b>	<b>1,332,942</b>	<b>722,766</b>	<b>493,505</b>	<b>2,555,348</b>
<b>Operating Expenses</b>						
Salaries / Benefits	0	609,723	768,256	287,078	446,932	2,111,989
Professional / Contracted Svcs	0	71,328	17,229	12,200	1,179	101,936
Advertising / Recruiting	0	25,825	436	767	0	27,028
Outside Training / Meeting Exp	0	2,428	3,965	2,172	1,680	10,245
Travel / Mileage	0	5,883	40,047	12,463	14,011	72,404
Rental / Lease Expense	0	419	0	0	270	689
Utilities / Maintenance	19,915	24,026	0	0	625	44,566
Interest Expense	0	0	0	0	0	0
Depreciation Expense	11,768	17,220	0	0	0	28,988
Bad Debt Expense	0	0	19,494	10,837	7,630	37,961
Supplies	0	17,448	63,420	71,732	2,643	155,243
Other Operating Expenses	0	23,747	284	1,398	350	25,779
Overhead Expense	(31,682)	(696,446)	389,081	185,001	154,046	0
<b>Total Operating Expenses</b>	<b>1</b>	<b>101,601</b>	<b>1,302,212</b>	<b>583,648</b>	<b>629,366</b>	<b>2,616,828</b>
<b>Operating Gain (Loss)</b>	<b>(1)</b>	<b>(95,466)</b>	<b>30,730</b>	<b>139,118</b>	<b>(135,861)</b>	<b>(61,480)</b>
<b>Other Revenue and Gains</b>						
Contributions and Net Fundraising	0	45,431	1,276	14,581	500	61,788
Renaissance Shoppe Net	46,688	0	0	0	0	46,688
Municipal Appropriations / United Way	0	23,683	0	0	3,751	27,434
Investment Income	6	8,797	0	0	254	9,057
<b>Total Other Revenue and Gains</b>	<b>46,694</b>	<b>77,911</b>	<b>1,276</b>	<b>14,581</b>	<b>4,505</b>	<b>144,967</b>
<b>Gains Over Expenses</b>	<b>46,693</b>	<b>(17,555)</b>	<b>32,006</b>	<b>153,699</b>	<b>(131,356)</b>	<b>83,487</b>

**Lake Sunapee Region VNA  
Consolidated Balance Sheet  
As of December 31, 2017**

	12/31/17	Audited Prior Year End	Change
<b>ASSETS</b>			
<u><b>Current Assets</b></u>			
Cash and cash equivalents	1,388,385.59	1,443,738.80	(55,353.21)
Temporary Investments	713,950.95	713,284.26	666.69
Receivables - Patients, net	1,412,834.85	1,410,842.09	1,992.76
Receivables - Other	4,363.00	11,543.00	(7,180.00)
Other Current Assets	0.00	0.00	0.00
Prepaid Expenses	101,011.69	60,646.94	40,364.75
<b>Total Current Assets</b>	<b>3,620,546.08</b>	<b>3,640,055.09</b>	<b>(19,509.01)</b>
Investments	1,723,368.48	1,624,182.71	99,185.77
Property and Equipment, net	1,223,651.39	1,247,196.69	(23,545.30)
<b>TOTAL ASSETS</b>	<b>6,567,565.95</b>	<b>6,511,434.49</b>	<b>56,131.46</b>
 <b>LIABILITIES AND NET ASSETS</b>			
<u><b>Current Liabilities</b></u>			
Accounts Payable and Accrued Expenses	74,897.80	102,977.33	(28,079.53)
Accrued Payroll and Related Expenses	325,755.76	419,370.98	(93,615.22)
Deferred Patient Revenue	276,040.34	257,991.34	18,049.00
Deferred Revenue Other	28,431.00	52,914.20	(24,483.20)
Other Current Liabilities	0.00	0.00	0.00
<b>Total Current Liabilities</b>	<b>705,124.90</b>	<b>833,253.85</b>	<b>(128,128.95)</b>
Long-Term Debt	0.00	0.00	0.00
<b>Total Liabilities</b>	<b>705,124.90</b>	<b>833,253.85</b>	<b>(128,128.95)</b>
<u><b>Net Assets</b></u>			
Net Unrestricted	5,737,379.70	5,560,863.44	176,516.26
Temporarily Restricted	45,528.35	37,784.20	7,744.15
Permanently Restricted	79,533.00	79,533.00	0.00
<b>Total Net Assets</b>	<b>5,862,441.05</b>	<b>5,678,180.64</b>	<b>184,260.41</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>6,567,565.95</b>	<b>6,511,434.49</b>	<b>56,131.46</b>



Lake Sunapee Region VNA & HOSPICE

**Lake Sunapee Community Health Services**

**Board of Trustees  
February 2017-February 2018**

Donald A. Eberly, MD  
*Chairperson*

Maynard Goldman  
*Treasurer*

George. (Bo) Quackenbos  
*Secretary*

Deb Johnson

Jim Culhane  
*President & CEO*



# ~~Michelle Spitzer~~ **Brown**

Administrator Health Care Management



Health Care Management, day to day operations, recruitment, business development, contract and rate negotiations, patient assessment, marketing, budgets and developing relationships.  
Authorized to work in the US for any employer

## WORK EXPERIENCE

### **Sales Leader**

Birch Heights - Derry, NH

### **Administrator**

Family Private Care - November 2013 to May 2015

### **Account Executive**

Family Private Care - February 2013 to November 2013

Maintain knowledge current Federal, State and local legislation that affected health care delivery. Assisted in hiring new personal including conducting job fairs, group interviews and orientations. Prepared for up coming survey which is a new start up. Day to day operations of the branch, held accountable for P&L statements, budgets, business development and sales growth

Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources

Live Long WellCare, Vero Beach

### **Administrator**

Live Long WellCare Branch Closure - Vero Beach, FL - August 2011 to February 2013

Generating PER report for ACHC Accreditation and Medicare Certification. Cross referencing policies and procedures for up coming survey. Maintain knowledge current Federal, State and local legislation that affected health care delivery. Assisted in hiring new personal including conducting job fairs, group interviews and orientations. Prepared for up coming survey which was deficiency free.

As administrator achieved negative profit status to profitable status in less than 2 months. Day to day operations of the branch, held accountable for P&L statements, budgets, business development and sales growth,

### **Account Executive/Sales**

Visiting Home Care - Melbourne, FL - 2010 to August 2011

Melbourne, FL

Community Relations (2010-Aug 2011)

Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources.

### **Community Liaison**

GulfCity Home Care Medicare - Port Charlotte, FL - 2009 to 2009

2009)-Moved

Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources.

### **Community Relations Director**

Royal Palm Retirement Centre - Port Charlotte, FL - 2009 to 2009

2009)

Created leads, developed marketing plans and strategies, census development, daily follow up with inquiry calls and management of sales department. Conducted tours and luncheons with prospective residents, arranged special functions to promote the community, coordination of new resident move-ins. Successful with 5 move-ins in 6 weeks and 7 Senior Day Program participants.

- Assisted prospective residents with obtaining government funds VA and Medicaid Benefits.
- Promoted Senior Day Program.

### **Regional Vice President**

NurseCore Management Services (Medicare and Private) - Port Charlotte, FL - 2005 to 2009

#### **Branch Director**

NurseCore - 2003 to 2005

Directed regional sales initiatives, hired, trained, and developed a staff of 4 branch directors to increase performance results in 4 branch locations, directly held accountable for P&L statements, budgets, business development and sales growth. Directed staff of 700 plus employees, developed state, local and national contracts, maintained knowledge of current Federal, State and local legislation that affected health care delivery. Reported to VP of Operations/CEO.

- Developed Recruitment and Retention Committee and assisted in revision of policy and procedures..
- Profitable region 3 years in a row.
- Promoted from Branch Director to Regional VP in 2005.
- As Branch Director achieved negative profit status to profitable status in less than 2 months.
- Assisted other Regional VP's with sales growth in their regions which included traveling through out the country.

#### **Branch Director**

Medical Staffing Network - Tallahassee, FL - 2003 to 2003

2003) Branch Closure

Directed sales initiatives, hired, trained and developed staff of 7 office employees and 100 field employees, held accountable for P&L statements, budgets, business development and sales growth.

- Achieved negative profit status to profitable status in less than 3 months.

Directly responsible for changing local negative perception to a positive perception.

#### **Employment Coordinator/HR Generalist**

Capital Regional Medical Center - Tallahassee, FL - 2000 to 2003

Human Resources partner supporting HR Department, Managers and Employees regarding recruitment, retention, compensation, benefits, policy interpretation and employee relations Lead and conduct recruitment from entry level to upper management positions, (clinical and non-clinical) placement of advertising and job fairs..

- Provided human resources support to 600 employees including problem identification and resolution.

- Developed and implemented a direct marketing campaign designed to reduce a 22% hospital vacancy rate to 1% in 4 months.

## EDUCATION

### **CMA**

Capital Regional Medical Center - Tallahassee, FL

## ADDITIONAL INFORMATION

- Expertise and versatility in all facets of the sales cycle including pre-sales planning, marketing, account management, and post-sales support.
- Exceptional business, sales, and staffing leadership/management competencies.
- Ability to conceive innovative direct marketing campaigns that increase product awareness, market share and company profitability. Develop strategies and follow through to ensure successful implementation.
- Outstanding success in building and maintaining relationships with key decision makers, establishing accounts with excellent levels of retention and loyalty.
- Successful in daily operations analyzing trends in customer needs. Proficient in recognizing and launching steps needed to obtain objectives.
- Thrive on challenges to overcome obstacles with solutions that are sound and financially feasible.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Brown	CHS director	\$80,060	25%	\$ 20,015

*J Mac*



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 6, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into **retroactive** agreements with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$1,945,983 effective October 1, 2016 through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor Code	Address	Amount
Lakes Region Community Services	177251	719 North Main Street Laconia, NH 03246	\$1,336,468
Lake Sunapee Community Health Services	174248	107 Newport Road New London, 03257	\$609,515
		<b>TOTAL:</b>	<b>\$1,945,983</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

This request is **retroactive** because these two (2) vendors have been providing In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services to New Hampshire citizens in the Sullivan County service area since October 1, 2016.

The Department received notification in September that the vendor who was providing these types of services in the Sullivan County area declined to extend their contract for services at the same time other vendors were amending to extend their contracts for the same services. Additionally at the same time, the Department was looking to procure these services via a new procurement. These vendors were also selected through the new procurement request. The Department worked quickly to send new contracts to these two (2) vendors however, the executed contracts were not received in hand from the vendor until early December.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to: assistance with preparing and administering medication; providing a health evaluation and developing a health and wellness plan.

The Department of Health and Human Services issued a Request for Application on August 10, 2016, applications for sixteen (16) service areas were received from twelve (12) vendors. The contracts were competitively bid. A bid summary is attached. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Nine (9) of the contracts were approved by Governor and Executive Council on December 21, 2016. These two (2) are submitted under separate cover because the services have been provided since October making this request retroactive.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

The contracts, as indicated in Exhibit C-1, include renewal language for up to two (2) additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

Area served: Statewide

Source of Funds: 43% Federal Funds between two grants, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, and 57% General Funds.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner

**RFA-2017-BEAS-01-INHOM  
FISCAL DETAILS**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Lakes Region Community Services (Vendor Code 177251),**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540-500382	Contracts for Program Services	\$64,681.77
2018	540-500382	Contracts for Program Services	\$84,811.74
2019	540-500382	Contracts for Program Services	\$21,203.44
		<b>Sub-total:</b>	<b>\$170,696.95</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540-500382	Contracts for Program Services	\$52,532.50
2018	540-500382	Contracts for Program Services	\$70,047.50
2019	540-500382	Contracts for Program Services	\$17,515.00
		<b>Sub-total:</b>	<b>\$140,095.00</b>

<b>Grand Total:</b>			<b>\$310,791.95</b>
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**RFA-2017-BEAS-01-INHOM  
FISCAL DETAILS**

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)**

**Lakes Region Community Services (Vendor Code 177251),**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	543-500385	Contracts for Program Services	\$445,208.95
2018	543-500385	Contracts for Program Services	\$576,447.76
2019	543-500385	Contracts for Program Services	\$144,114.34
		<b>Sub-total:</b>	<b>\$1,165,771.05</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	543-500385	Contracts for Program Services	\$176,032.50
2018	543-500385	Contracts for Program Services	\$234,710.00
2019	543-500385	Contracts for Program Services	\$58,677.50
		<b>Sub-total:</b>	<b>\$469,420.00</b>

	<b>Grand Total:</b>	<b>\$1,635,191.05</b>
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New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA &amp; Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95
* 8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
* 9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prtctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-06)

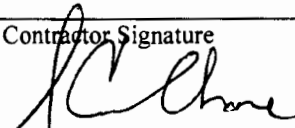
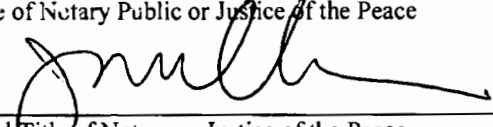
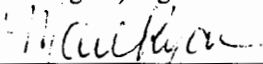
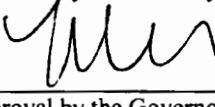
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lake Sunapee Community Health Services		1.4 Contractor Address 107 Newport Road PO Box 2209 New London, NH 03257	
1.5 Contractor Phone Number 603-526-4077	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$609,515.00
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Cuthane, President/CEO	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Merrimack</i> On <i>11/21/16</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Joanne Miller			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maura Ryan, Director CHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Megan A. York - Attorney</i> <i>1/17/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

*K. J. [Signature]*  
09/21/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

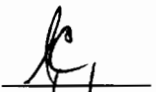
**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date


  
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**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Sullivan County service area, which includes the towns of:
  - 1.3.1. Claremont.
  - 1.3.2. Croydon.
  - 1.3.3. Goshen.
  - 1.3.4. Grantham.
  - 1.3.5. Lempster.
  - 1.3.6. Newport.
  - 1.3.7. Springfield.
  - 1.3.8. Sunapee.
  - 1.3.9. Unity.
  - 1.3.10. Washington.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.

  
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- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
  - 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## **2. Scope of Work**

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
  - 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

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- 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
  - 2.1.1.3.1.1. Washing dishes;
  - 2.1.1.3.1.2. Dusting;
  - 2.1.1.3.1.3. Vacuuming;
  - 2.1.1.3.1.4. Sweeping;
  - 2.1.1.3.1.5. Wet-mopping floors;
  - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
  - 2.1.1.3.1.7. Emptying wastebaskets.
- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;

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- 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
  - 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

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- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
  - 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.
  - 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
  - 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;



- 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.
- 2.2. The Contractor shall administer services as follows:
- 2.2.1. Access to Services
    - 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
    - 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.
  - 2.2.2. Client Request and Application for Services
    - 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
      - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
      - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.
  - 2.2.3. Client Eligibility Requirements for Services

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- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5
- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that

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contribute to the individual's risk of neglect, abuse, and exploitation.

2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.

2.2.5.1.4. Individuals receive the information they need to make informed decisions.

2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

2.2.5.1.7. Individual's rights are affirmed and protected.

2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.



2.2.6. Client Fees and Donations

2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:

2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.

2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services



- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

- 2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

- 2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.
- 2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:
  - 2.2.9.3.1. The individual's full name and date of birth.
  - 2.2.9.3.2. The name of the service being requested.
  - 2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.
  - 2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

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- 2.2.9.3.5. 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.
- 2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.
- 2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
  - 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list. in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

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- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
  - 2.2.12.1.1. The client's name.
  - 2.2.12.1.2. The type of service received by the client.
  - 2.2.12.1.3. The date of written complaint or concern of the client.
  - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
  - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.



2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.

2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service

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obligations prior to the completion date such as but not limited to:

2.2.14.1.1. Reducing hours of operation.

2.2.14.1.2. Changing a geographic service area.

2.2.14.1.3. Closing or opening a site.

2.2.14.2. The Contractor shall include in the written notification the following:

2.2.14.2.1. The reasons for the inability to deliver services.

2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.



2.2.15.1.3.A Contractor's staff member is available to address questions about the transition.

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

- 3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.
- 3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

**4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section



2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

## 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.
  - 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
  - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
  - 5.1.7. Unmet need/waiting list.
  - 5.1.8. Lengths of time clients are on a waiting list.
  - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
  - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
  - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

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- 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

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Exhibit B

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

*[Handwritten Signature]*  
*[Handwritten Date: 11/21/10]*



Exhibit B-1 Rate Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services**

10/01/2016 through 06/30/2017 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	18,375	\$9.58
In Home Care Services (Title III)	1/2 Hour	3,375	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,616	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			Total Amount of Monthly Funding being Requested for each Service
			\$176,032.50
			\$32,332.50
			\$20,200.00
			\$0.00

07/01/2017 through 06/30/2018 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	24,500	\$9.58
In Home Care Services (Title III)	1/2 Hour	4,500	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,155	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			Total Amount of Monthly Funding being Requested for each Service
			\$234,710.00
			\$43,110.00
			\$26,937.50
			\$0.00

07/01/2018 through 09/30/2018 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	6,125	\$9.58
In Home Care Services (Title III)	1/2 Hour	1,125	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	539	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			Total Amount of Monthly Funding being Requested for each Service
			\$58,677.50
			\$10,777.50
			\$6,737.50
			\$0.00


Contractor Initials:  Date: 11/28/16



**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

  
\_\_\_\_\_  
11/21/16



- 7.3. 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.

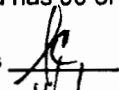
RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

  
Date 1/16



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis

*[Handwritten Signature]*  
Date *11/21/14*



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*[Handwritten Signature]*  
*[Handwritten Date]*



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

  
Date 11/16



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

11/21/16  
Date

Contractor Name: James Culhane  
Lake Sunapee VMA  
[Signature]  
Name: \_\_\_\_\_  
Title: President/CEO

Contractor Initials [Signature]  
Date 11/21/16



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *James Cuthare  
Lake Umbagog Vista*

11/21/16  
Date

*[Signature]*  
Name:  
Title: *President/CEO*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Handwritten Signature]*  
11/20/16



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

11/21/16  
Date

Contractor Name: James C/ have  
Lale Sonwase VMA  
J C/ have  
Name: \_\_\_\_\_  
Title: President/CEO

Contractor Initials JC  
Date 11/21/16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

11/21/16  
Date

Contractor Name: James Corlone  
Lake Sunapee VHA  
[Signature]  
Name: \_\_\_\_\_  
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials [Signature]

Date 11/21/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

11/21/16  
Date

Contractor Name: James Cihare  
Cole Sowahee VMA  
[Signature]  
Name: \_\_\_\_\_  
Title: President/CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*[Handwritten Signature]*  
11/21/16



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
 The State  
*Maureen Ryan*  
 Signature of Authorized Representative  
*Maureen Ryan*  
 Name of Authorized Representative  
*Director, OHS*  
 Title of Authorized Representative  
*12/7/14*  
 Date

*Lake Umbagog VWA*  
 Name of the Contractor  
*[Signature]*  
 Signature of Authorized Representative  
*James Culhane*  
 Name of Authorized Representative  
*President/CEO*  
 Title of Authorized Representative  
*11/21/16*  
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

11/21/16  
Date

Contractor Name: James Culhane  
Lake Sunapee VNA  
Name: J Culhane  
Title: President / CEO



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 181269432
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



---

**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, 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 Country Home Health & Hospice Agency, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 536 Cottage Street, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$134,904.48, from \$277,712.20 to read: \$412,616.68
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Delete Exhibit B-2 in its entirety and replace with: Exhibit B-2– Amendment #1
7. Add Exhibit K, DHHS Information Security Requirements
8. Add Attachment A – Amendment #1



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/12/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

North Country Home Health & Hospice Agency, Inc.

1/3/18  
Date

Michael Counter  
Name: Michael J. Counter  
Title: President

**Acknowledgement of Contractor's signature:**

State of New Hampshire, County of Grafton on 1/3/2018, before the undersigned officer, personally appeared the person identified directly 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.

Maryanne St. Jean  
Signature of Notary Public or Justice of the Peace

Maryanne St. Jean  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/19/2022



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/19/16  
Date

Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1  
Coos Country**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	3,665	\$9.58	\$35,110.70
In Home Care Services (Title III)	1/2 Hour	98	\$9.58	\$938.84
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	290	\$12.50	\$3,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	7,330	\$10.06	\$73,739.80
In Home Care Services (Title III)	1/2 Hour	195	\$10.06	\$1,961.70
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$13.13	\$7,615.40
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

<b>07/01/2018 through 06/30/2019 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	7,330	\$10.06	\$73,739.80
In Home Care Services (Title III)	1/2 Hour	195	\$10.06	\$1,961.70
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$13.13	\$7,615.40
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

**Exhibit B-2 Rate Sheet, Amendment #1  
Grafton Country**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	Unit Type	Anticipated # of Service Units	Rate per Service Unit	Maximum Funding
In Home Care Services (Title XX)	1/2 Hour	3,665	\$9.58	\$35,110.70
In Home Care Services (Title III)	1/2 Hour	98	\$9.58	\$938.84
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In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

<b>07/01/2018 through 06/30/2019 Service Units</b>				
<b>In Home Services</b>	Unit Type	Anticipated # of Service Units	Rate per Service Unit	Maximum Funding
In Home Care Services (Title XX)	1/2 Hour	7,330	\$10.06	\$73,739.80
In Home Care Services (Title III)	1/2 Hour	195	\$10.06	\$1,961.70
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$13.13	\$7,615.40
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
  
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
  4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
  5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
  6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Michael J. Cooney, President North Country HHA

Name, Title, and Agency Name

Michael Cooney  
Signature

1/3/18  
Date

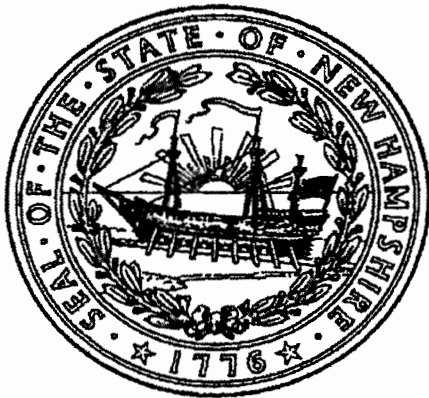
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 18, 1970. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66451



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of August A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, **Roxie Severance, Chair, NCHHA Board of Directors**, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of **North Country Home Health and Hospice Agency, Inc.**  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held by electronic vote on **January 8, 2018** :  
(Date)

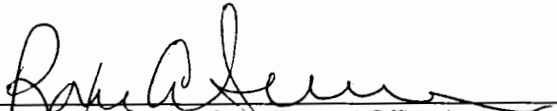
**RESOLVED:** That the **President , North Country Home Health and Hospice Agency** \_\_\_\_\_  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the **8th** day of **January**, 2018 \_\_\_\_\_.  
(Date Contract Signed)

4. **Michael Counter** \_\_\_\_\_ is the duly elected **President** \_\_\_\_\_  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of **Grafton**

The forgoing instrument was acknowledged before me this **16** day of **January**, 2018.

By **Roxie Severance** \_\_\_\_\_  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 19, 2022





NORTCOU-01

TERESAD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hunkins & Eaton Agency Inc 93 Main Street Littleton, NH 03561	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 444-3975	<b>FAX (A/C, No):</b> (603) 444-1131	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  North Country Home Health & Hospice Agency Inc 536 Cottage Street Littleton, NH 03561	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: Western Surety Company</b>		
	<b>INSURER B: Union Mutual Fire Insurance Company</b>		<b>25860</b>
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		69734035	07/18/2017	07/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BOP0008460	11/12/2017	11/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP0120238	11/12/2017	11/12/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Bonds</b>		69734035	07/18/2017	07/18/2018	Employee Dishonesty 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Home Health & Hospice Agency

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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 



NORTCOU-10

MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Mary Ellen Snell, CIC	
	<b>PHONE (A/C, No, Ext):</b> (603) 715-9754	<b>FAX (A/C, No):</b> (603) 225-7935
<b>E-MAIL ADDRESS:</b> msnell@davistowle.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> AmTrust North America, Inc.		
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3641613	07/01/2017	07/01/2018	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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 <i>Mary Ellen Snell</i>
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## **NCHHA Mission Statement**

"To provide quality home health and hospice care, utilizing a holistic approach, while working in collaboration with all community resources, to meet the comprehensive needs of the clients and their families, in a cost effective manner."

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**MISSION STATEMENT**

**Policy No. 4-001.1**

**PURPOSE**

To define the organization's mission.

***Mission***

North Country Home Health & Hospice Agency is guided by a tradition of personal, clinical, and technological excellence.

We are dedicated to providing the highest quality home-based patient care with compassion and respect for each person.

***Values***

North Country Home Health & Hospice Agency recognizes these values and their role in fulfilling our mission:

***Committed to Our Patients***

We recognize the unique physical, emotional, and spiritual needs of each person receiving health care in the home. We strive to extend the highest level of courtesy, safety and service to patients, family/caregivers, visitors, and each other.

***Committed to Leadership***

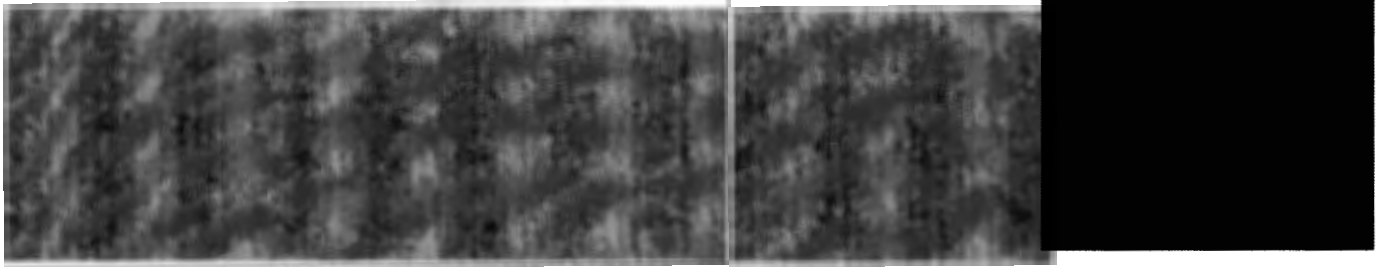
We deliver state-of-the-art home health services with identified centers of excellence. We engage in a wide range of continuing education, clinical education, and other programs for professionals and the public.

***Committed to Excellence***

We strive to create an environment of teamwork and participation, where, through continuous performance improvement and open communication, health care professionals pursue excellence and take pride in their work, the organization, and their personal development. We believe that the quality of our human resources—organization personnel, physicians, and volunteers—is the key to our continued success. We provide physicians an environment that fosters high quality diagnosis and treatment. We maintain financial viability through a cost-effective operation to meet our long-term commitment to the community.

***Committed to a Culture of Safety and Quality***

We strive to create a culture of safety and quality by developing a code of conduct, providing education, encouraging open communication, encouraging leaders to provide a team approach to safety and quality initiatives, providing leadership that defines how patients, family/caregivers, visitors, and other members of the community can help identify and manage issues of safety and quality, and implementing changes identified by the annual organization evaluation in order to maintain the culture of safety and quality.



## NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.



**North Country  
Home Health &  
Hospice Agency**

*In The Business of Caring Since 1971*

### FINANCIAL STATEMENTS

December 31, 2016 and 2015

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
North Country Home Health & Hospice Agency, Inc.

We have audited the accompanying financial statements of North Country Home Health & Hospice Agency, Inc., which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Country Home Health & Hospice Agency, Inc. as of December 31, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 16, 2017

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Balance Sheets**

**December 31, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 189,645	\$ 231,543
Patient accounts receivable, less allowance for uncollectible accounts of \$101,936 in 2016 and \$113,133 in 2015	352,758	358,008
Other receivables	36,499	30,803
Prepaid expenses	<u>22,442</u>	<u>35,635</u>
Total current assets	601,344	655,989
Assets limited as to use	75,000	230,291
Beneficial trust held by others	59,182	57,824
Property and equipment, net	<u>836,935</u>	<u>885,190</u>
Total assets	<u>\$ 1,572,461</u>	<u>\$ 1,829,294</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Current portion of long-term debt	\$ 10,766	\$ 10,396
Accounts payable and accrued expenses	390,633	74,326
Accrued payroll and related expenses	85,298	150,002
Deferred revenue	<u>6,738</u>	<u>20,000</u>
Total current liabilities	493,435	254,724
Long-term debt, excluding current portion	<u>484,942</u>	<u>495,660</u>
Total liabilities	<u>978,377</u>	<u>750,384</u>
Net assets		
Unrestricted	459,902	946,086
Permanently restricted	<u>134,182</u>	<u>132,824</u>
Total net assets	<u>594,084</u>	<u>1,078,910</u>
Total liabilities and net assets	<u>\$ 1,572,461</u>	<u>\$ 1,829,294</u>

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The accompanying notes are an integral part of these financial statements.



**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Operations**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 2,422,444	\$ 2,496,024
Provision for bad debts	<u>(98,193)</u>	<u>(41,618)</u>
Net patient service revenue	2,324,251	2,454,406
Grants	145,529	108,868
Municipal and country appropriations	104,199	96,797
Other operating revenue	<u>8,126</u>	<u>26,283</u>
Total operating revenue	<u>2,582,105</u>	<u>2,686,354</u>
Operating expenses		
Salaries and benefits	1,867,798	1,813,155
Other operating expenses	1,302,299	911,901
Depreciation	59,787	57,698
Interest expense	<u>17,596</u>	<u>17,903</u>
Total operating expenses	<u>3,247,480</u>	<u>2,800,657</u>
Operating loss	<u>(665,375)</u>	<u>(114,303)</u>
Other revenue and gains (losses)		
Contributions	170,983	32,497
Investment income, net	4,947	13,059
Change in fair value of investments	<u>3,261</u>	<u>(21,662)</u>
Total other revenue and gains (losses)	<u>179,191</u>	<u>23,894</u>
Deficit of revenue over expenses and decrease in unrestricted net assets	\$ <u>(486,184)</u>	\$ <u>(90,409)</u>

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The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Changes in Net Assets**

**Years Ended December 31, 2016 and 2015**

	<u>Unrestricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balance, December 31, 2014	\$ <u>1,036,495</u>	\$ <u>136,821</u>	\$ <u>1,173,316</u>
Deficit of revenue over expenses and decrease in unrestricted net assets	(90,409)	-	(90,409)
Change in fair value of beneficial trust held by others	<u>-</u>	<u>(3,997)</u>	<u>(3,997)</u>
Change in net assets	<u>(90,409)</u>	<u>(3,997)</u>	<u>(94,406)</u>
Balance, December 31, 2015	<u>946,086</u>	<u>132,824</u>	<u>1,078,910</u>
Deficit of revenue over expenses and decrease in unrestricted net assets	<b>(486,184)</b>	-	<b>(486,184)</b>
Change in fair value of beneficial trust held by others	<u>-</u>	<u>1,358</u>	<u>1,358</u>
Change in net assets	<u><b>(486,184)</b></u>	<u>1,358</u>	<u><b>(484,826)</b></u>
Balance, December 31, 2016	<b><u>\$ 459,902</u></b>	<b><u>\$ 134,182</u></b>	<b><u>\$ 594,084</u></b>

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The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Cash Flows**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ (484,826)	\$ (94,406)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	59,787	57,698
Provision for bad debts	98,193	41,618
Change in fair value of investments	(3,261)	21,662
Change in fair value of beneficial trust held by others	(1,358)	3,997
(Increase) decrease in the following assets		
Patient accounts receivable	(92,943)	(69,580)
Other receivables	(5,696)	5,938
Prepaid expenses	13,193	27,808
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	316,307	(53,674)
Accrued payroll and related expenses	(64,704)	(5,677)
Deferred revenue	(13,262)	-
Net cash used by operating activities	<u>(178,570)</u>	<u>(64,616)</u>
Cash flows from investing activities		
Purchases of investments	(68,649)	(92,432)
Proceeds from sale of investments	227,201	179,244
Capital expenditures	<u>(11,532)</u>	<u>(5,632)</u>
Net cash provided by investing activities	<u>147,020</u>	<u>81,180</u>
Cash flows from financing activities		
Principal payments on long-term debt	<u>(10,348)</u>	<u>(8,990)</u>
Net (decrease) increase in cash and cash equivalents	(41,898)	7,574
Cash and cash equivalents, beginning of year	<u>231,543</u>	<u>223,969</u>
Cash and cash equivalents, end of year	\$ <u>189,645</u>	\$ <u>231,543</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 17,596	\$ 17,903

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The accompanying notes are an integral part of these financial statements.

# NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

## Notes to Financial Statements

December 31, 2016 and 2015

### 1. Summary of Significant Accounting Policies

#### Organization

North Country Home Health & Hospice Agency, Inc. (the Agency) is a non-profit corporation organized in New Hampshire. The Agency's primary purposes are to provide home health care, hospice and health promotion services.

#### Income Taxes

The Agency is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Agency is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Agency's tax positions and concluded that the Agency has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

#### Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 180 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 113,133	\$ 92,664
Provision for bad debts	98,193	41,618
Write-offs	<u>(109,390)</u>	<u>(21,149)</u>
Balance, end of year	<u>\$ 101,936</u>	<u>\$ 113,133</u>

The increase in the current year provision is primarily due to turnover in the billing department.

**Assets Limited As To Use**

The Agency reports investments at fair value, and has elected to report all gains and losses in the deficit of revenue over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

**Beneficial Trust Held by Others**

The Agency is the beneficiary of a perpetual trust administered by the New Hampshire Charitable Foundation (Foundation). Although the Agency does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Agency. The Agency's share of trust principal is recognized as permanently restricted net assets at fair market value. Annual income distributions are recognized as increases in unrestricted net assets. Changes in market value of beneficial trust assets are reported as increases or decreases in permanently restricted assets.

**Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Agency has been limited by donors to a specific time period or purpose. There were no temporarily restricted net assets for the years ended December 31, 2016 and 2015.

Permanently restricted net assets have been restricted by donors to be maintained by the Agency in perpetuity.

**Patient Service Revenue**

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Agency's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Agency's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

**Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**2. Investments and Assets Limited as to Use**

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 4,453	\$ 11,318
Equities	17,133	13,297
Mutual funds		
Equity securities	31,657	140,570
Fixed income	21,757	65,106
Beneficial trust held by others	<u>59,182</u>	<u>57,824</u>
 Total investments	 <u>\$ 134,182</u>	 <u>\$ 288,115</u>

The amounts are reported in the balance sheets as follows:

Assets limited as to use	\$ 75,000	\$ 230,291
Beneficial trust held by others	<u>59,182</u>	<u>57,824</u>
 Total assets limited as to use	 <u>\$ 134,182</u>	 <u>\$ 288,115</u>

**Fair Value of Financial Instruments**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

The fair value of all of the Agency's investments is measured on a recurring basis using level 1 inputs, with the exception of the beneficial trust held by others, which is measured on non-recurring basis using level 3 inputs. The fair value of the beneficial trust held by others is determined annually based on the fair value of the assets in the trust as represented by the Foundation's management. The Agency's management determines the reasonableness of the methodology by evaluating market developments.

The following table sets forth a summary of the change in the fair value of the level 3 beneficial trust held by others:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 57,824	\$ 61,821
Change in fair value	4,161	(1,250)
Distributions	(2,402)	(2,351)
Fees	<u>(401)</u>	<u>(396)</u>
Balance, end of year	<u>\$ 59,182</u>	<u>\$ 57,824</u>

Assets limited as to use are restricted as follows:

	<u>2016</u>	<u>2015</u>
Designated by the governing board for future operating and capital needs	\$ -	\$ 155,291
Permanently restricted by donor for endowment	<u>75,000</u>	<u>75,000</u>
Total	<u>\$ 75,000</u>	<u>\$ 230,291</u>

**3. Property and Equipment**

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 168,203	\$ 168,203
Building and improvements	1,059,352	1,059,352
Furniture, fixtures, and equipment	<u>358,936</u>	<u>347,362</u>
Total cost	1,586,491	1,574,917
Less accumulated depreciation	<u>749,556</u>	<u>689,727</u>
Property and equipment, net	<u>\$ 836,935</u>	<u>\$ 885,190</u>



NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2016 and 2015

4. Long-term Debt

Long-term debt consisted of the following:

	<u>2016</u>	<u>2015</u>
3.50% mortgage payable to a local bank, payable in monthly installments, including principal and interest, through February 2021 when interest will be adjusted to prime plus 0.50% for the remaining term of the loan, collateralized by real estate. The maturity date for this mortgage is in September 2044.	\$ 495,708	\$ 506,056
Less current portion	<u>10,766</u>	<u>10,396</u>
Long-term debt, less current portion	<u>\$ 484,942</u>	<u>\$ 495,660</u>

The Agency is required to meet an annual minimum debt service coverage ratio as defined in the loan agreement with Woodsville Guaranty Savings Bank. The covenant was not met at December 31, 2016. The Agency obtained a one year waiver of the requirement from the bank.

Principal maturities of the above note over the next five years and thereafter are as follows:

2017	\$ 10,766
2018	11,149
2019	11,546
2020	11,956
2021	12,381
Thereafter	<u>437,910</u>
Total	<u>\$ 495,708</u>

Cash paid for interest approximates interest expense.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**5. Permanently Restricted Net Assets**

Permanently restricted net assets consisted of the following:

	<u>2016</u>	<u>2015</u>
Permanently restricted:		
Beneficial trust held by others	\$ 59,182	\$ 57,824
Endowment	<u>75,000</u>	<u>75,000</u>
Total	<u>\$ 134,182</u>	<u>\$ 132,824</u>

The following summarizes changes in permanently restricted endowment assets:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balance December 31, 2014	\$ (3,438)	\$ -	\$ 75,000	\$ 71,562
Interest income	2,880	-	-	2,880
Change in market value	<u>(5,751)</u>	<u>-</u>	<u>-</u>	<u>(5,751)</u>
Balance December 31, 2015	(6,309)	-	75,000	68,691
Interest income	2,912	-	-	2,912
Investment fees	(694)	-	-	(694)
Change in market value	<u>1,075</u>	<u>-</u>	<u>-</u>	<u>1,075</u>
Balance December 31, 2016	<u>\$ (3,016)</u>	<u>\$ -</u>	<u>\$ 75,000</u>	<u>\$ 71,984</u>

The Agency has adopted an endowment spending policy that is equal to investment income earned on endowment investments. There are no restrictions on the use of the investment income.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2016 and 2015

6. Patient Service Revenue

Patient service revenue is as follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 1,930,237	\$ 1,845,062
Medicaid	185,195	259,892
Other third-party payers and private pay	<u>307,012</u>	<u>391,070</u>
Total	<u>\$ 2,422,444</u>	<u>\$ 2,496,024</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Agency believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Agency provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Agency does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide such services is not considered material to the financial statements.

The Agency was able to provide the above charity care under local community support and state grants. Local community support consisted of contributions and municipal and county appropriations.

7. Functional Expenses

The Agency provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 2,467,298	\$ 2,283,907
Administrative and general	<u>780,182</u>	<u>516,750</u>
Total	<u>\$ 3,247,480</u>	<u>\$ 2,800,657</u>

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**8. Commitments**

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charged to operations as incurred.

Future minimum lease payments under operating leases are as follows:

2017	\$ <u>5,029</u>
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Total rental expense was \$17,180 and \$12,170 for the years ended December 31, 2016 and 2015, respectively.

**9. Concentration of Risk**

The Agency grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source.

	<u>2016</u>	<u>2015</u>
Medicare	78 %	68 %
Other	<u>22</u>	<u>32</u>
Total	<u>100 %</u>	<u>100 %</u>

**10. Malpractice Insurance**

The Agency insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at December 31, 2016 which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor are there any unasserted claims or incidents which require loss accrual.

**11. Subsequent Events**

On September 23, 2015 the Agency entered into an affiliation agreement with North Country Healthcare, Inc., effective January 2017. Upon affiliation North Country Healthcare, Inc. became the sole member of the Agency.

In May of 2017 the Agency expanded its service territory due to the dissolution of an affiliate Agency, Northern New Hampshire Healthcare Collaborative, Inc., located in Lancaster New Hampshire.

For financial reporting purposes, subsequent events have been evaluated by management through October 16, 2017, which is the date the financial statements were available to be issued.

FIRST NAME	LAST NAME	BOARD TITLE	TOWN	STATE	ZIP
Mell	Brooks	Director	Littleton	NH	03561
Pat	Kelly	Treasurer	Groveton	NH	03582
Roxie	Severance	Chair	Whitefield	NH	03598
Chrissy	Smith	Secretary	Littleton	NH	03561
John	Starr	Director	Bethlehem	NH	03574
Eric	Stohl	Vice Chair	Colebrook	NH	03576
Michael	Counter	President	Littleton	NH	03561
Russell	Keene	Director	Berlin	NH	03570
Warren	West	Director	Littleton	NH	03561

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# MICHAEL J. COUNTER

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michaelcounter@yahoo.com • (802) 633-3997

## QUALIFICATIONS PROFILE

Highly proficient and accomplished business manager and leader with extensive experience in financial and cost accounting as well as overall business management.

- Skilled leader, adept at strategic planning, teambuilding, organizational dynamics, highly focused on creating and driving strategic business initiatives to successful outcomes
- Mission driven financial professional, proficient in budgeting, forecasting, and analysis processes for general ledger activity including international operations.
- Focused on cost reduction through maximization of team participation and direct decision making
- Proficient with analytical tools including MS Excel, Solomon, McKesson, Oracle, MS Word, MS PowerPoint

## PROFESSIONAL EXPERIENCE

VISITING NURSE ASSOCIATION AND HOSPICE OF VT & NH 8/2009 to Present

### **Chief Financial Officer (2012 – Present)**

Manage the Finance, Revenue Cycle, Information Technology and Facilities departments for this \$20 million Visiting Nurse/Home Health and Hospice Organization. Act as Corporate Treasurer. Key internal employee informing and advising the Finance Committee of the Board of Directors. Oversee investment advisors and board designated assets. Advisor to the management team on business issues particularly in the area of the annual fiscal and statistical budgets and capital plan. Responsible for detail analytics especially budget to actual reporting, and forecasting. Assist the CEO in the formation of the Agency's strategic plan. Key member of acquisition and affiliation work groups. Inform and work closely with other Agency Directors and Managers. Responsible for facilities management and related functions.

### **Controller (2009 – 2012)**

Manage the Accounts Payable, Payroll and Financial Reporting functions for this \$20 million non profit home health agency. Responsible for Internal and External Financial Reporting, Statistical Reporting, Revenue Cycle Review, Budgeting, Forecasting, Variance Analysis, Annual Financial Audit, Internal Controls and State Reporting requirements as well as Fixed Asset management and contract management functions. Manage the Senior Accountant, A/P coordinator and Payroll coordinator.

### **Consulting -**

12/2008 to 4/2009

Scott Construction – Temporary Controller  
Lyndon State College – Adjunct Professor

DCI (Design Contempo, Inc.) – Lisbon, NH

4/2005 to 12/2008

### **Controller**

Manage all financial functions for this mid-size furniture manufacturing company. Responsible for all aspects of financial reporting and treasury functions. Manage preparation of monthly financial reports primarily profit and loss, balance sheet, and cash flow statements with associated analytical review with a focus on product family and plant level profit and loss reporting. Prepare detailed monthly, and yearend financial reporting packages including written commentary and analysis. Prepare detail thirteen week cash flow projections. Act as primary liaison with lenders. Supervise two plant

accountants and two clerical staff. Direct accounts receivable and accounts payable functions. Manage audit engagements. Responsible for performance appraisal reviews.

LYDALL THERMAL/ACOUSTICAL, Inc. – St. Johnsbury, VT

8/2002 to 4/2005

**Controller**

Prepare monthly financial reports primarily profit and loss and balance sheet, with associated analytical review with a special focus on SBU profit and loss reporting for this manufacturer of automotive heat shields. Manage the cost accounting function to include setting up and maintaining plant standard cost system. Prepare detailed monthly, quarterly and yearend financial reporting packages including written commentary and analysis. Instituted physical inventory procedures. Computed IRR and EVA metrics relative to capital projects and proposals. Supervise and coordinate annual budget process. Team leader for Sarbanes-Oxley Section 404 implementation. Supervise Assistant Controller, Plant Accountant and two clerical staff. Directed accounts receivable and accounts payable function. Responsible for performance appraisal reviews.

HARDIGG INDUSTRIES – South Deerfield, MA

4/1998 to 5/2002

**Accounting Manager (2000-2002)**

Prepared monthly financial reports including profit and loss, balance sheet, and cash flow statements. Supervised staff of nine including three staff accountants, two cost accountants, and four accounting clerks. Directed accounts receivable and accounts payable transactions. Managed cost accounting processes. Prepared weekly cash forecasts. Organized audit engagements. Controlled physical inventory functions at three U.S. facilities. Managed budget process for all domestic facilities as well as China facility. Handled bank collateral reporting. Interacted with vendors to negotiate payment terms. Executed performance appraisal reviews. Hired and trained accounting staff. Devised accounting department mission statement and strategies to achieve our mission.

**Senior Cost Accountant (1998-2000)**

**EDUCATIONAL BACKGROUND**

**MBA**

UNIVERSITY OF MASSACHUSETTS, - AMHERST, MA

**BA in Liberal Studies (concentration Accounting and Economics)**

WESTFIELD STATE COLLEGE – WESTFIELD, MA

**CERTIFICATIONS**

**CHFP - CERTIFIED HEALTHCARE FINANCIAL PROFESSIONAL**  
HEALTHCARE FINANCIAL MANAGEMENT ASSOCIATION

**LEAN SIX SIGMA YELLOW BELT**

DARTMOUTH-HITCHCOCK VALUE INSTITUTE

**REFERENCES**

AVAILABLE UPON REQUEST

## SIGNIFICANT ACCOMPLISHMENTS

VISITING NURSE ASSOC. OF VERMONT & NEW HAMPSHIRE

12/2012 to Present

### Chief Financial Officer/Senior Director of Finance

- ◆ Key colleague to the CEO in development of the Agency's strategic plan utilizing the Kaplan/Norton Balanced Scorecard
- ◆ Sole VNH management member chosen for a leadership team working toward formal affiliation with Dartmouth-Hitchcock Health System
- ◆ Sole VNH management member chosen to negotiate the purchase of a private duty business entity – the first in VNH's history
- ◆ Sole management member chosen to successfully negotiate and purchase VNH's first permanent office space.
- ◆ Developed and assisted other Directors to develop department scorecards to tie into Balanced Scorecard metrics
- ◆ Implemented change management processes with Finance and I/T staff resulting in reduction of 2 management FTE's and increased department performance
- ◆ Significantly improved cash flow by reducing DSO from 69 days to 40 days
- ◆ Champion of administrative cost reduction team, reducing overhead from 42% of revenue to 38% in one year

VISITING NURSE ASSOC. OF VERMONT & NEW HAMPSHIRE

8/2009 to 12/2012

### Controller

- ◆ Immediately corrected numerous financial reporting and payroll errors, while reducing financial reporting time and accounting staff hours saving the agency over \$150,000 in the first 6 months.
- ◆ Maximized the functionality of Accounting Software resulting in reduction of accounting staff.
- ◆ Strengthened Internal Control environment resulting in more timely and reliable financial statements. Initiated in house Cost Accounting processes to inform business unit managers of program profitability and to assist managers with identifying and executing efficiency initiatives.
- ◆ Added value to budget and external audit processes resulting in commendation from external audit firm - zero audit adjustments for the past 6 years.
- ◆ Initiated Departmental Responsibility Accounting processes to prepare annual budget as well as review of budget to actual performance increasing management engagement with the agency and improved understanding of financial results
- ◆ Completed first ever fixed asset physical inventory and implemented automated fixed asset tracking software improving financial accuracy and tracking of fixed assets

Consulting

12/2008 to 4/2009

### Temporary Controller

- ◆ Improved bank reporting increasing confidence level with lenders resulting in additional funding.
- ◆ Analyzed profit margins in project backlog with engineers improving decision making and understanding of cost profit volume concepts amongst staff

DCI (Design Contempo, Inc.) – Lisbon, NH

4/2005 to 12/2008

### Controller



- ◆ Introduced break even methodology of business analysis to improve profitability and awareness among management team.
- ◆ Organized process to downsize the business and provided recommendations to achieve desired results (\$160K average monthly losses reduced to breakeven in 3 months)
- ◆ Improved confidence level and trust with our primary lender through improved communications and financial analysis and reporting.
- ◆ Improved working capital position through improved accounts receivable and inventory turnover.
- ◆ Developed daily production metrics to both improve sales forecasting and manage labor costs, process map key business activities and implement controls on risk points

LYDALL THERMAL/ACOUSTICAL Inc. – St. Johnsbury, VT

8/2002 to 4/2005

**Controller**

- ◆ Successfully managed multiple, large scale projects to on time completion including software conversion (Oracle) and numerous Sarbox Section 404 audits and financial audits.
- ◆ Process mapped key business activities and implement controls on risk points primarily in the inventory control function.
- ◆ Performed quarterly presentations of detailed financial information to management improving management understand and accountability.
- ◆ Proposed cost saving strategies to manufacturing resulting in significant savings primary through better contract negation with temporary staff agencies.

HARDIGG INDUSTRIES – South Deerfield, MA

4/1998 to 5/2002

**Accounting Manager (2000-2002)**

- ◆ Team leader in coordinating annual budgets for three U.S. manufacturing facilities and one international manufacturing facility in Shanghai, China, also four light assembly facilities.
- ◆ Initiated quarterly presentations of detailed financial information to management.
- ◆ Streamlined monthly close resulting in reduction of close time by seven business days.
- ◆ Improved cash position by \$2 million through active working capital management.
- ◆ Initiated quarterly review of consolidated trial balance, which reduced year-end audit preparation time and fees.
- ◆ Formed and lead Excess and Obsolete Inventory Committee, which decreased E&O inventory reserves by 50% and improved inventory turnover.
- ◆ Worked with managers to implement Kaplan/Norton Balanced Scorecard philosophy developed objectives and metrics in purchasing and inventory control departments

**Senior Cost Accountant (1998-2000)**

- ◆ Introduced contribution margin analysis concepts, resulting in keeping profitable lines only.
- ◆ Developed and monitored standard cost systems in two manufacturing facilities.
- ◆ Reduced physical inventory processes from two days to one day saving costs and increasing efficiency.
- ◆ Augmented single factory overhead rate structure to departmental overhead rates.

5 Roaring Brook Dr.  
Groveton NH 03582  
603-785-0212  
smhnurse2001@yahoo.com

## STEPHANY HALL

**OBJECTIVE** To assist in providing quality hospice care in the north country of New Hampshire.

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**SKILLS & ABILITIES** I am a veteran nurse, who has worked in a variety of nursing and management roles. I am a great people person and am very organized. I am self-motivated but believe strongly in team work. I also have teaching experience both in my profession and person lives.

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**EXPERIENCE** **Director of Clinical Services and Care Navigation**

4/2015- current

Supervision of the 32 clinical staff members in the physician's practice of Littleton Regional Healthcare and Indian Stream Health Center respectively. Responsible for the quality of patient care, scheduling of staff, staff evaluation and education, supply ordering and inventory/budget maintenance.

**SCHOOL HEALTH COORDINATOR**

11/2009- 4/2015

Since starting my management role with Upper Connecticut Valley Hospital, I have cut the spending budget by about 15% keeping my department running well within budget for 5 straight years. I have also helped expand the program to include three additional schools now serving 1120 children from pre-school aged to seniors. Our territory now expands from Stark, NH to Pittsburg, NH. I am also the Teen Task Force Coordinator which is an organization that provides health and wellness education for school children and teens. In this role, I organize a yearly conference, which includes an international motivational speaker, for jr. high students. Since taking over the reins of this group, the grant was cut, but I was able to secure funding, cut the spending budget by \$6,000 while not changing any of the quality programming.

**UNIT MANAGER**

11/2008-11/2009

Manager of the nursing staff of the Morrison Nursing Home. My role was to complete chart reviews and care of residents for quality, scheduling of staff and assisted DON with budgets. While in my charge we had a deficiency free survey, however long term care is not my passion and left for the community setting, which is where my passion resides.

**DIRECTOR OF SCHOOL HEALTH SERVICES**

04/2003-06/2007

Responsible for the 24/7 medical and mental health care of high school aged student in the private school setting.

**Home Health Staff Nurse**

06/2007-11/2008

Responsible for the care of patients from St. Johnsbury, VT to the Connecticut river. Job duties included, medication management, care management, IV therapies, etc.

**OFFICE NURSE**

06/1998-09/2001

Responsible for the care of patients from St. Johnsbury, VT to the Connecticut river. Job duties included, medication management, care management, IV therapies, etc.

**MED/SURG NURSING**

06/1996-06/1998 and per diem work until 2004.

Staff nurse at Androscoggin Valley Hospital. Since I was a brand new nurse my duty was one of student and provider learning my profession.

**Other roles I have had include school nursing and another short stint in a nursing home, but listed are the most current work environments and relevant experience.**

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EDUCATION

**WMCC - ADN**

Received my associated degree in nursing.

**UNIVERSITY OF PHEONIX, ON-LINE**

Working on my bachelor's degree in nursing. I am 75% completed at this time. I have recently switched schools to **Southern New Hampshire University** to get a better clinical experience. I begin my next round of classes on January 5<sup>th</sup>, 2015.

**Southern NH University, on-line**

Finishing by bachelor's degree in nursing. I have 3 classes left.

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COMMUNICATION

I provide yearly reports of my school health program, which includes budget expenditures, care given, education provided and other items. I also present the material to the Board of Directors for UCVH.

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LEADERSHIP

I have had many career roles in a management capacity. I also coach sports such as varsity soccer, and elementary basketball. I also coach basketball summer camps in the Colebrook area.

REFERENCES

**Laurie Collins**

Behavior Specialist

603-237-4270

Tanya Young, RN

QI/QA and ACO champion

603-237-8336

**Ashley Hodge**

School Nurse

603-246-3311

# JOANN MILLER

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80 Wallace Road, Dalton, NH 03598 Cell: 603-616-7999 JIMiller55@yahoo.com

## Professional Summary

Highly organized and detail-oriented scheduler with more than 15 years experience supplying thorough, organized administrative support to a busy home care agency. Customer service oriented receptionist skilled with greeting patients, triaging phone calls and processing incoming mail.

## Skills

- 1 Self directed, hardworking & reliable
- 1 Works well under pressure
- 1 Creative problem solver
- 1 Good at multitasking
- 1 Supervisory experience
- 1 Computer scheduling proficiency
- 1 Multi-line phone operation proficiency
- 1 Professional phone & bedside etiquette

## Work History

Supportive Care Scheduler & Receptionist, 08/2006 to Current  
North Country Home Health & Hospice – Littleton, NH

- 1 Effectively schedule home health aide & homemaking visits for home care, hospice, grant program(for the 15 years) & private pay clients
  - 1 Manage schedules for 20 supportive care staff
  - 1 Perform supervisory visits for homemaking services
  - 1 Transfer detailed visit information between computer systems to facilitate billing & payroll processing
  - 1 Track visit information on state grant program services
  - 1 Work collaboratively with BEAS, CFI case managers, clients & clinical staff to ensure client safety & Satisfaction with services
  - 1 Enroll clients in homemaking services & formulate individualized patient centered plans of care with each client.
  - 1 Ensure regulatory & company policy compliance
  - 1 Answer & triage incoming phone calls to ensure calls are directed to appropriate staff
  - 1 Process incoming mail & record payments received via mail
  - 1 Troubleshoot phone printer & computer system issues
  - 1 Order office supplies
  - 1 Prepare conference room & order refreshments for board meetings
  - 1 Other duties as requested

Home Health Aide, 09/1991 to 08/2006

North Country Home Health & Hospice – Littleton, NH

- 1 Provided personal care to clients in their homes
- 1 Assisted with bathing, dressing ,feeding according to clients individual plan of care
- 1 Monitored client & home environment for any safety issues or concerns & reported to nurse accordingly
- 1 Provided emotional support to clients & families

Homemaker, 02/1990 to 09/1997

North Country Home Health & Hospice – Littleton, NH

- 1 Provided housekeeping and chore services in clients homes according to their individual plan of care
- 1 Performed shopping and errands for clients as requested
- 1 Prepared light meals as requested
- 1 Monitored clients and homes for any change in condition or safety concerns & reported to nurse as needed
- 1 Provided emotional support to clients & families

Store Manager,

Cumberland Farms – Littleton, NH

- | Managed day to day store operations
- | Supervised store employees
- | Managed & ordered inventory
- | Recruited & trained employees
- | Ensured compliance with state regulations & company policies
- | Counted, secured & delivered cash & receipts to armored personnel

Licensed Nursing Assistant,

Franconia Nursing Home – Franconia, NH

- | Assisted with bathing, dressing, feeding & transporting clients within the facility according to the individual care plan
- | Provided emotional support to clients & family

## Education

High School Diploma: 1977

White Mountain Regional High School - Whitefield, NH

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Counter	President	\$150,000	2%	
Stephany Hall	Director Clinical Operations	\$95,000	20%	
JoAnn Miller	Supervisor Long Term Services	\$44,000	100%	

16  
max



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES

*BUREAU OF ELDERLY & ADULT SERVICES*

Jeffrey A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888

Maureen U. Ryan  
Director of Human  
Services

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>



Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

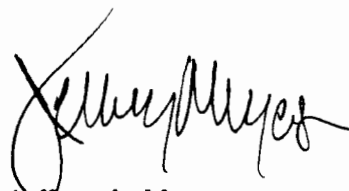
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>



## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA &amp; Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95
8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prtctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-08)


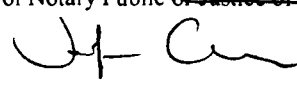
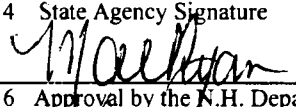
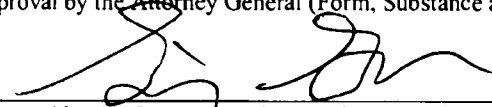
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Home Health & Hospice Agency, Inc.		1.4 Contractor Address 536 Cottage Street Littleton, NH 03561	
1.5 Contractor Phone Number 603-444-5317	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$277,712.20
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SCOTT MEYER INTERIM EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>11/30/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or <del>Justice of the Peace</del>  [Seal]		JENNIFER M. CROWE, Notary Public My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer Crowe, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the following counties:
  - 1.3.1. Coos County.
  - 1.3.2. Grafton County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).



1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

## **2. Scope of Work**

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.



- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;



- 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
  - 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
    - 2.1.2.1. Receive referrals from an individual's health care provider(s).
    - 2.1.2.2. Perform evaluations of individuals' medical needs.

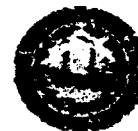


- 2.1.2.3. Develop service plans and incorporate this information **into the individuals' person-centered plans of care.**
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. **Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.**
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's **health care provider(s).**
  - 2.1.3.4. Perform an **evaluation of the individual's medical needs;**
  - 2.1.3.5. Develop a nursing care plan and incorporate this **information into the individual's person-centered plan.**
  - 2.1.3.6. Provide nursing services in accordance with the **individual's person-centered plan** as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

A handwritten signature in black ink, appearing to be 'JN'.

11-22-16



**2.2.1. Access to Services**

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

- 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
  - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
  - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive **services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization"** to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to **meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.**
- 2.2.4.3. The Contractor shall provide services to clients according to **the individuals' adult protective service plan determined by the Department's Adult Protection Program** to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. **Individual's wishes, values, and beliefs** are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. **Individual's services are designed, scheduled,** and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. **Individual's services plans are based on** person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.





2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

**2.2.7. Adult Protection Services**

2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.

2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.

2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those

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services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. **The individual's full name and date of birth.**

2.2.9.3.2. **The name of the service being requested.**

2.2.9.3.3. **The date upon which the individual applied for services which shall be the date the application was received by the Contractor.**

2.2.9.3.4. **The target date of implementing the services based on the communication between the individual and the Contractor.**

2.2.9.3.5. **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.**

2.2.9.3.6. **The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.**

2.2.9.3.7. **A brief description of the individual's circumstances and the services he or she needs.**

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.

2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

2.2.10.1. **The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.**

2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.

2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer

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working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry **check for each of the Contractor's** staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its **services, processes, procedures, and Contractor's staff** that includes, but is not limited to:

2.2.12.1.1. **The client's name.**

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the **Contractor's decision.**

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.
- 2.2.14. Notice of Failure to meet Service Obligations**
- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
- 2.2.14.1.1. Reducing hours of operation.
- 2.2.14.1.2. Changing a geographic service area.
- 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
- 2.2.14.2.1. The reasons for the inability to deliver services.
- 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

**2.2.15. Transition Process**

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe **transitioned between the Department's contractors** that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. **A Contractor's staff member is available to address questions about the transition.**

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

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fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.





Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet  
Coos County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	3,665	\$9.58
In Home Care Services (Title III)	1/2 Hour	98	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	290	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$35,110.70
			\$938.84
			\$3,625.00
			\$0.00

07/01/2017 through 06/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	7,330	\$9.58
In Home Care Services (Title III)	1/2 Hour	195	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$70,221.40
			\$1,868.10
			\$7,250.00
			\$0.00

07/01/2018 through 09/30/2018 Service Units			
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
In Home Care Services (Title XX)	1/2 Hour	1,833	\$9.58
In Home Care Services (Title III)	1/2 Hour	49	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	145	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$17,560.14
			\$469.42
			\$1,812.50
			\$0.00

North Country Home Health Hospice Agency, Inc.

Exhibit B-1 Rate Sheet

1 of 1

Contractor Initials: 

Date: 11-22-16

**Exhibit B-2  
Grafton County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	3,665	\$9.58
In Home Care Services (Title III)	1/2 Hour	98	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	290	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$35,110.70
			\$938.84
			\$3,625.00
			\$0.00

<b>07/01/2017 through 06/30/2018 Service Units</b>			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	7,330	\$9.58
In Home Care Services (Title III)	1/2 Hour	195	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$70,221.40
			\$1,868.10
			\$7,250.00
			\$0.00

<b>07/01/2018 through 09/30/2018 Service Units</b>			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	1,833	\$9.58
In Home Care Services (Title III)	1/2 Hour	49	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	145	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			<b>Total Amount of Monthly Funding being Requested for each Service</b>
			\$17,560.14
			\$469.42
			\$1,812.50
			\$0.00



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**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:
  - 19.1. Evaluate the prospective subcontractor's **ability to perform the activities, before delegating** the function
  - 19.2. 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**
  - 19.3. **Monitor the subcontractor's performance on an ongoing basis**



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and **responsibilities, and when the subcontractor's performance will be reviewed**
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*Am*  
11-22-16





**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*[Signature]*  
11-22-16



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

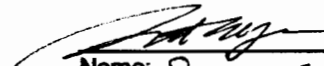
Place of Performance (street address, city, county, state, zip code) (list each location)

536 COTTAGE STREET  
LITTLETON, NH 03561

Check  if there are workplaces on file that are not identified here.

Contractor Name: North Country Home Health  
AND Hospice Agency, Inc.

11.22.16  
Date

  
Name: SCOTT MEYER  
Title: Interim Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *North Country Home Health  
AND HOSPICE AGENCY, INC.*

11-22-16  
Date

  
Name: S G T T  
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *NORTH COUNTRY HOME  
HEALTH + Hospice Agency, Inc.*

11-22-16  
Date

*[Signature]*  
Name: *SCOTT MEYER*  
Title: *Interim Executive Director*

Contractor Initials: *[Signature]*  
Date: 11-22-16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor **identified in Section 1.3 of the General Provisions** agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.*

11-22-16  
Date

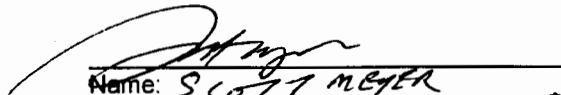
  
Name: *SCOTT MEYER*  
Title: *Interim Executive Director*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

*SM*





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *North Country Home HEALTH + Hospital Agency, Inc.*

11.22.16  
Date

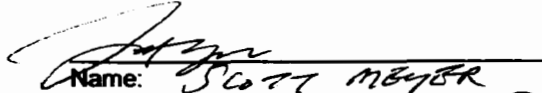
  
Name: *SCOTT MEYER*  
Title: *Interim Executive Director*



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p>_____</p> <p>The State</p> <p><i>Maureen Ryan</i></p> <p>Signature of Authorized Representative</p> <p><i>Maureen Ryan</i></p> <p>Name of Authorized Representative</p> <p><i>Director, OHS</i></p> <p>Title of Authorized Representative</p> <p><i>11/30/16</i></p> <p>Date</p>	<p><i>North Country Home Health &amp; Hospice Agency, Inc.</i></p> <p>Name of the Contractor</p> <p><i>[Signature]</i></p> <p>Signature of Authorized Representative</p> <p><i>Scott Meyer</i></p> <p>Name of Authorized Representative</p> <p><i>Interim Executive Director</i></p> <p>Title of Authorized Representative</p> <p><i>11.22.16</i></p> <p>Date</p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

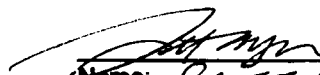
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *North Country Home  
HEALTH + Hospice Agency, Inc.*

11-22-16  
Date

  
Name: *SCOTT MEYER*  
Title: *Interim Executive Director*





FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 170374276
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "**Amendment #1**") dated this 27<sup>th</sup> day of October, 2017, 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 Country Home Health & Hospice Agency, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 536 Cottage Street, Littleton, NH 03561.

WHEREAS, pursuant to a Contract Assignment between the North County Home Health & Hospice Agency, Inc. and Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice, approved by the New Hampshire Department of Health and Human Services on August 9, 2017, 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$263,605.86, from \$542,538.50 to read: \$806,144.36
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/14/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

North Country Home Health & Hospice Agency, Inc.

1/3/18  
Date

Michael J. Counter  
Name: Michael J. Counter  
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 1/3/2018, before the undersigned officer, personally appeared the person identified directly 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.

Maryanne St. Jean  
Signature of Notary Public or Justice of the Peace

Maryanne St. Jean  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/19/2022



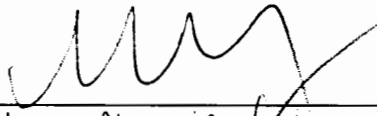
**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 1/19/19

  
Name: Megan A. Gade  
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: \_\_\_\_\_

North Country Home Health and Hospice Agency, Inc.  
**Exhibit B-1 Rate Sheet, Amendment #1**

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Anticipated # of Units	Rate per Service Unit	Maximum Funding
In Home Care Services (Title XX)	1/2 Hour	12,232	\$9.58	\$117,182.56
In Home Care Services (Title III)	1/2 Hour	1,968	\$9.58	\$18,853.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,518	\$12.50	\$18,975.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Anticipated # of Units	Rate per Service Unit	Maximum Funding
In Home Care Services (Title XX)	1/2 Hour	24,464	\$10.06	\$246,107.84
In Home Care Services (Title III)	1/2 Hour	3,936	\$10.06	\$39,596.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	3,036	\$13.13	\$39,862.68
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

07/01/2018 through 06/30/2018 Service Units				
In Home Services	Unit Type	Anticipated # of Units	Rate per Service Unit	Maximum Funding
In Home Care Services (Title XX)	1/2 Hour	24,464	\$10.06	\$246,107.84
In Home Care Services (Title III)	1/2 Hour	3,936	\$10.06	\$39,596.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	3,036	\$13.13	\$39,862.68
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

Contractor Initials: MC  
 Date: 1/3/18



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this **SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH** - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within **twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section**, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. **"Breach"** shall have the same meaning as the term **"Breach"** in section 164.402 of Title 45, Code of **Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61**, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
  4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
  5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
  6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

MC

1/3/08

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Michael J. Counter, President North Country # # #

Name, Title, and Agency Name

Michael Counter

Signature

11/3/18

Date

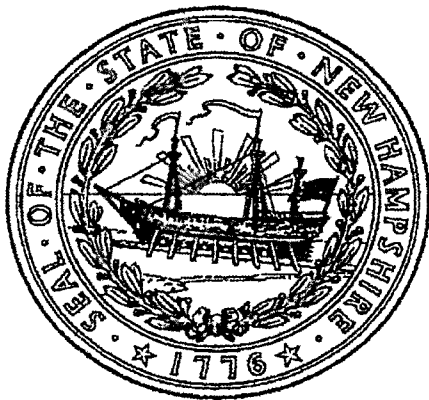


**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 18, 1970. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66451



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of August A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, **Roxie Severance, Chair, NCHHA Board of Directors**, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of **North Country Home Health and Hospice Agency, Inc.**  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held by electronic vote on **January 8, 2018**:  
(Date)

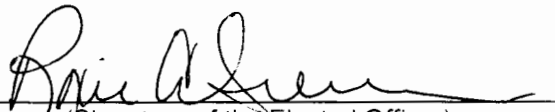
**RESOLVED:** That the **President, North Country Home Health and Hospice Agency**  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the **8th** day of **January**, 2018.  
(Date Contract Signed)

4. **Michael Counter** is the duly elected **President**  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

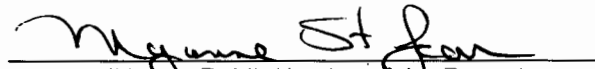
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of **Grafton**

The forgoing instrument was acknowledged before me this **16** day of **January**, 20**18**.

By **Roxie Severance**  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 19, 2022





NORTCOU-01

TERESAD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hunkins & Eaton Agency Inc 93 Main Street Littleton, NH 03561	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 444-3975	<b>FAX (A/C, No):</b> (603) 444-1131
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  North Country Home Health & Hospice Agency Inc 536 Cottage Street Littleton, NH 03561	<b>INSURER A:</b> Western Surety Company	
	<b>INSURER B:</b> Union Mutual Fire Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		69734035	07/18/2017	07/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BOP0008460	11/12/2017	11/12/2018	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000		CUP0120238	11/12/2017	11/12/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Bonds</b>		69734035	07/18/2017	07/18/2018	Employee Dishonesty 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Home Health & Hospice Agency

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire Department of Health and Human Services  
 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



NORTCOU-10

MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2017

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.

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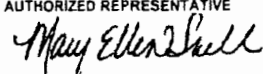
<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Mary Ellen Snell, CIC <b>PHONE (A/C, No, Ext):</b> (603) 715-9754 <b>FAX (A/C, No):</b> (603) 225-7935 <b>E-MAIL ADDRESS:</b> msnell@davistowle.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: AmTrust North America, Inc.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AmTrust North America, Inc.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER E:														
INSURER F:														
<b>INSURED</b>  North Country Home Health & Hospice Agency Inc. 536 Cottage Street Littleton, NH 03561														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3641613	07/01/2017	07/01/2018	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **NCHHA Mission Statement**

"To provide quality home health and hospice care, utilizing a holistic approach, while working in collaboration with all community resources, to meet the comprehensive needs of the clients and their families, in a cost effective manner."

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**MISSION STATEMENT**  
**Policy No. 4-001.1**

**PURPOSE**

To define the organization's mission.

***Mission***

North Country Home Health & Hospice Agency is guided by a tradition of personal, clinical, and technological excellence.

We are dedicated to providing the highest quality home-based patient care with compassion and respect for each person.

***Values***

North Country Home Health & Hospice Agency recognizes these values and their role in fulfilling our mission:

***Committed to Our Patients***

We recognize the unique physical, emotional, and spiritual needs of each person receiving health care in the home. We strive to extend the highest level of courtesy, safety and service to patients, family/caregivers, visitors, and each other.

***Committed to Leadership***

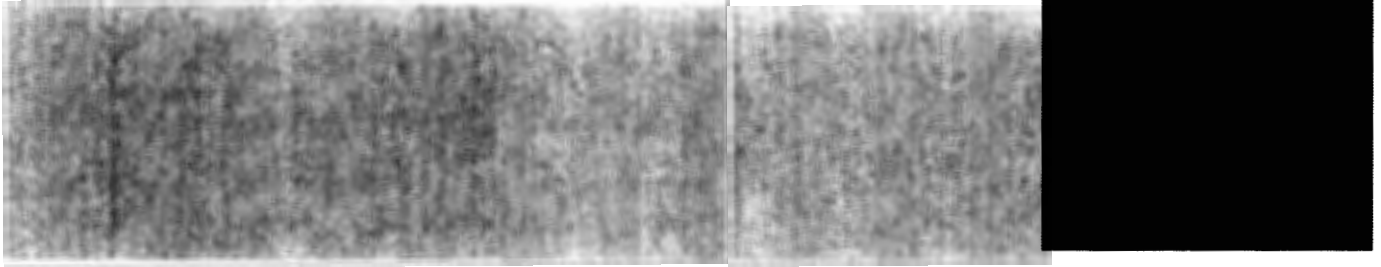
We deliver state-of-the-art home health services with identified centers of excellence. We engage in a wide range of continuing education, clinical education, and other programs for professionals and the public.

***Committed to Excellence***

We strive to create an environment of teamwork and participation, where, through continuous performance improvement and open communication, health care professionals pursue excellence and take pride in their work, the organization, and their personal development. We believe that the quality of our human resources—organization personnel, physicians, and volunteers—is the key to our continued success. We provide physicians an environment that fosters high quality diagnosis and treatment. We maintain financial viability through a cost-effective operation to meet our long-term commitment to the community.

***Committed to a Culture of Safety and Quality***

We strive to create a culture of safety and quality by developing a code of conduct, providing education, encouraging open communication, encouraging leaders to provide a team approach to safety and quality initiatives, providing leadership that defines how patients, family/caregivers, visitors, and other members of the community can help identify and manage issues of safety and quality, and implementing changes identified by the annual organization evaluation in order to maintain the culture of safety and quality.



**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**



**North Country  
Home Health &  
Hospice Agency**

*In The Business of Caring Since 1971*

**FINANCIAL STATEMENTS**

**December 31, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
North Country Home Health & Hospice Agency, Inc.

We have audited the accompanying financial statements of North Country Home Health & Hospice Agency, Inc., which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Country Home Health & Hospice Agency, Inc. as of December 31, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*BerryDunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 16, 2017



**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Balance Sheets**

**December 31, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 189,645	\$ 231,543
Patient accounts receivable, less allowance for uncollectible accounts of \$101,936 in 2016 and \$113,133 in 2015	352,758	358,008
Other receivables	36,499	30,803
Prepaid expenses	<u>22,442</u>	<u>35,635</u>
Total current assets	601,344	655,989
Assets limited as to use	75,000	230,291
Beneficial trust held by others	59,182	57,824
Property and equipment, net	<u>836,935</u>	<u>885,190</u>
Total assets	<u>\$ 1,572,461</u>	<u>\$ 1,829,294</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Current portion of long-term debt	\$ 10,766	\$ 10,396
Accounts payable and accrued expenses	390,633	74,326
Accrued payroll and related expenses	85,298	150,002
Deferred revenue	<u>6,738</u>	<u>20,000</u>
Total current liabilities	493,435	254,724
Long-term debt, excluding current portion	<u>484,942</u>	<u>495,660</u>
Total liabilities	<u>978,377</u>	<u>750,384</u>
Net assets		
Unrestricted	459,902	946,086
Permanently restricted	<u>134,182</u>	<u>132,824</u>
Total net assets	<u>594,084</u>	<u>1,078,910</u>
Total liabilities and net assets	<u>\$ 1,572,461</u>	<u>\$ 1,829,294</u>

---

The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Operations**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 2,422,444	\$ 2,496,024
Provision for bad debts	<u>(98,193)</u>	<u>(41,618)</u>
Net patient service revenue	2,324,251	2,454,406
Grants	145,529	108,868
Municipal and country appropriations	104,199	96,797
Other operating revenue	<u>8,126</u>	<u>26,283</u>
Total operating revenue	<u>2,582,105</u>	<u>2,686,354</u>
Operating expenses		
Salaries and benefits	1,867,798	1,813,155
Other operating expenses	1,302,299	911,901
Depreciation	59,787	57,698
Interest expense	<u>17,596</u>	<u>17,903</u>
Total operating expenses	<u>3,247,480</u>	<u>2,800,657</u>
Operating loss	<u>(665,375)</u>	<u>(114,303)</u>
Other revenue and gains (losses)		
Contributions	170,983	32,497
Investment income, net	4,947	13,059
Change in fair value of investments	<u>3,261</u>	<u>(21,662)</u>
Total other revenue and gains (losses)	<u>179,191</u>	<u>23,894</u>
Deficit of revenue over expenses and decrease in unrestricted net assets	<u>\$ (486,184)</u>	<u>\$ (90,409)</u>

---

The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Changes in Net Assets**

**Years Ended December 31, 2016 and 2015**

	Unrestricted	Permanently Restricted	Total
Balance, December 31, 2014	\$ <u>1,036,495</u>	\$ <u>136,821</u>	\$ <u>1,173,316</u>
Deficit of revenue over expenses and decrease in unrestricted net assets	(90,409)	-	(90,409)
Change in fair value of beneficial trust held by others	<u>-</u>	<u>(3,997)</u>	<u>(3,997)</u>
Change in net assets	<u>(90,409)</u>	<u>(3,997)</u>	<u>(94,406)</u>
Balance, December 31, 2015	<u>946,086</u>	<u>132,824</u>	<u>1,078,910</u>
Deficit of revenue over expenses and decrease in unrestricted net assets	(486,184)	-	(486,184)
Change in fair value of beneficial trust held by others	<u>-</u>	<u>1,358</u>	<u>1,358</u>
Change in net assets	<u>(486,184)</u>	<u>1,358</u>	<u>(484,826)</u>
Balance, December 31, 2016	<u>\$ 459,902</u>	<u>\$ 134,182</u>	<u>\$ 594,084</u>

---

The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Cash Flows**

**Years Ended December 31, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ (484,826)	\$ (94,406)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	59,787	57,698
Provision for bad debts	98,193	41,618
Change in fair value of investments	(3,261)	21,662
Change in fair value of beneficial trust held by others	(1,358)	3,997
(Increase) decrease in the following assets		
Patient accounts receivable	(92,943)	(69,580)
Other receivables	(5,696)	5,938
Prepaid expenses	13,193	27,808
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	316,307	(53,674)
Accrued payroll and related expenses	(64,704)	(5,677)
Deferred revenue	<u>(13,262)</u>	<u>-</u>
Net cash used by operating activities	<u>(178,570)</u>	<u>(64,616)</u>
Cash flows from investing activities		
Purchases of investments	(68,649)	(92,432)
Proceeds from sale of investments	227,201	179,244
Capital expenditures	<u>(11,532)</u>	<u>(5,632)</u>
Net cash provided by investing activities	<u>147,020</u>	<u>81,180</u>
Cash flows from financing activities		
Principal payments on long-term debt	<u>(10,348)</u>	<u>(8,990)</u>
Net (decrease) increase in cash and cash equivalents	(41,898)	7,574
Cash and cash equivalents, beginning of year	<u>231,543</u>	<u>223,969</u>
Cash and cash equivalents, end of year	<u>\$ 189,645</u>	<u>\$ 231,543</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 17,596	\$ 17,903

---

The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**1. Summary of Significant Accounting Policies**

**Organization**

North Country Home Health & Hospice Agency, Inc. (the Agency) is a non-profit corporation organized in New Hampshire. The Agency's primary purposes are to provide home health care, hospice and health promotion services.

**Income Taxes**

The Agency is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Agency is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Agency's tax positions and concluded that the Agency has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

**Allowance for Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 180 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 113,133	\$ 92,664
Provision for bad debts	98,193	41,618
Write-offs	<u>(109,390)</u>	<u>(21,149)</u>
Balance, end of year	<u>\$ 101,936</u>	<u>\$ 113,133</u>

The increase in the current year provision is primarily due to turnover in the billing department.

**Assets Limited As To Use**

The Agency reports investments at fair value, and has elected to report all gains and losses in the deficit of revenue over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

**Beneficial Trust Held by Others**

The Agency is the beneficiary of a perpetual trust administered by the New Hampshire Charitable Foundation (Foundation). Although the Agency does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Agency. The Agency's share of trust principal is recognized as permanently restricted net assets at fair market value. Annual income distributions are recognized as increases in unrestricted net assets. Changes in market value of beneficial trust assets are reported as increases or decreases in permanently restricted assets.

**Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Agency has been limited by donors to a specific time period or purpose. There were no temporarily restricted net assets for the years ended December 31, 2016 and 2015.

Permanently restricted net assets have been restricted by donors to be maintained by the Agency in perpetuity.

**Patient Service Revenue**

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Agency's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Agency's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

**Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2016 and 2015

2. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 4,453	\$ 11,318
Equities	17,133	13,297
Mutual funds		
Equity securities	31,657	140,570
Fixed income	21,757	65,106
Beneficial trust held by others	<u>59,182</u>	<u>57,824</u>
Total investments	<u>\$ 134,182</u>	<u>\$ 288,115</u>
The amounts are reported in the balance sheets as follows:		
Assets limited as to use	\$ 75,000	\$ 230,291
Beneficial trust held by others	<u>59,182</u>	<u>57,824</u>
Total assets limited as to use	<u>\$ 134,182</u>	<u>\$ 288,115</u>

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.



**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

The fair value of all of the Agency's investments is measured on a recurring basis using level 1 inputs, with the exception of the beneficial trust held by others, which is measured on non-recurring basis using level 3 inputs. The fair value of the beneficial trust held by others is determined annually based on the fair value of the assets in the trust as represented by the Foundation's management. The Agency's management determines the reasonableness of the methodology by evaluating market developments.

The following table sets forth a summary of the change in the fair value of the level 3 beneficial trust held by others:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 57,824	\$ 61,821
Change in fair value	4,161	(1,250)
Distributions	(2,402)	(2,351)
Fees	<u>(401)</u>	<u>(396)</u>
Balance, end of year	<u>\$ 59,182</u>	<u>\$ 57,824</u>

Assets limited as to use are restricted as follows:

	<u>2016</u>	<u>2015</u>
Designated by the governing board for future operating and capital needs	\$ -	\$ 155,291
Permanently restricted by donor for endowment	<u>75,000</u>	<u>75,000</u>
Total	<u>\$ 75,000</u>	<u>\$ 230,291</u>

**3. Property and Equipment**

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 168,203	\$ 168,203
Building and improvements	1,059,352	1,059,352
Furniture, fixtures, and equipment	<u>358,936</u>	<u>347,362</u>
Total cost	1,586,491	1,574,917
Less accumulated depreciation	<u>749,556</u>	<u>689,727</u>
Property and equipment, net	<u>\$ 836,935</u>	<u>\$ 885,190</u>

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**December 31, 2016 and 2015**

**4. Long-term Debt**

Long-term debt consisted of the following:

	<u>2016</u>	<u>2015</u>
3.50% mortgage payable to a local bank, payable in monthly installments, including principal and interest, through February 2021 when interest will be adjusted to prime plus 0.50% for the remaining term of the loan, collateralized by real estate. The maturity date for this mortgage is in September 2044.	\$ 495,708	\$ 506,056
Less current portion	<u>10,766</u>	<u>10,396</u>
Long-term debt, less current portion	<u>\$ 484,942</u>	<u>\$ 495,660</u>

The Agency is required to meet an annual minimum debt service coverage ratio as defined in the loan agreement with Woodsville Guaranty Savings Bank. The covenant was not met at December 31, 2016. The Agency obtained a one year waiver of the requirement from the bank.

Principal maturities of the above note over the next five years and thereafter are as follows:

2017	\$	10,766
2018		11,149
2019		11,546
2020		11,956
2021		12,381
Thereafter		<u>437,910</u>
Total	\$	<u>495,708</u>

Cash paid for interest approximates interest expense.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2016 and 2015

5. Permanently Restricted Net Assets

Permanently restricted net assets consisted of the following:

	<u>2016</u>	<u>2015</u>
Permanently restricted:		
Beneficial trust held by others	\$ 59,182	\$ 57,824
Endowment	<u>75,000</u>	<u>75,000</u>
Total	<u>\$ 134,182</u>	<u>\$ 132,824</u>

The following summarizes changes in permanently restricted endowment assets:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balance December 31, 2014	\$ (3,438)	\$ -	\$ 75,000	\$ 71,562
Interest income	2,880	-	-	2,880
Change in market value	<u>(5,751)</u>	<u>-</u>	<u>-</u>	<u>(5,751)</u>
Balance December 31, 2015	(6,309)	-	75,000	68,691
Interest income	2,912	-	-	2,912
Investment fees	(694)	-	-	(694)
Change in market value	<u>1,075</u>	<u>-</u>	<u>-</u>	<u>1,075</u>
Balance December 31, 2016	<u>\$ (3,016)</u>	<u>\$ -</u>	<u>\$ 75,000</u>	<u>\$ 71,984</u>

The Agency has adopted an endowment spending policy that is equal to investment income earned on endowment investments. There are no restrictions on the use of the investment income.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2016 and 2015

6. Patient Service Revenue

Patient service revenue is as follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 1,930,237	\$ 1,845,062
Medicaid	185,195	259,892
Other third-party payers and private pay	<u>307,012</u>	<u>391,070</u>
Total	<u>\$ 2,422,444</u>	<u>\$ 2,496,024</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Agency believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Agency provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Agency does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide such services is not considered material to the financial statements.

The Agency was able to provide the above charity care under local community support and state grants. Local community support consisted of contributions and municipal and county appropriations.

7. Functional Expenses

The Agency provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 2,467,298	\$ 2,283,907
Administrative and general	<u>780,182</u>	<u>516,750</u>
Total	<u>\$ 3,247,480</u>	<u>\$ 2,800,657</u>

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2016 and 2015

8. Commitments

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charged to operations as incurred.

Future minimum lease payments under operating leases are as follows:

2017	\$ <u>5,029</u>
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Total rental expense was \$17,180 and \$12,170 for the years ended December 31, 2016 and 2015, respectively.

9. Concentration of Risk

The Agency grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source.

	<u>2016</u>	<u>2015</u>
Medicare	78 %	68 %
Other	<u>22</u>	<u>32</u>
Total	<u>100 %</u>	<u>100 %</u>

10. Malpractice Insurance

The Agency insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at December 31, 2016 which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor are there any unasserted claims or incidents which require loss accrual.

11. Subsequent Events

On September 23, 2015 the Agency entered into an affiliation agreement with North Country Healthcare, Inc., effective January 2017. Upon affiliation North Country Healthcare, Inc. became the sole member of the Agency.

In May of 2017 the Agency expanded its service territory due to the dissolution of an affiliate Agency, Northern New Hampshire Healthcare Collaborative, Inc., located in Lancaster New Hampshire.

For financial reporting purposes, subsequent events have been evaluated by management through October 16, 2017, which is the date the financial statements were available to be issued.

FIRST NAME	LAST NAME	BOARD TITLE	TOWN	STATE	ZIP
Mell	Brooks	Director	Littleton	NH	03561
Pat	Kelly	Treasurer	Groveton	NH	03582
Roxie	Severance	Chair	Whitefield	NH	03598
Chrissy	Smith	Secretary	Littleton	NH	03561
John	Starr	Director	Bethlehem	NH	03574
Eric	Stohl	Vice Chair	Colebrook	NH	03576
Michael	Counter	President	Littleton	NH	03561
Russell	Keene	Director	Berlin	NH	03570
Warren	West	Director	Littleton	NH	03561

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# MICHAEL J. COUNTER

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391 Bimson Drive • Barnet, VT 05821  
michaelcounter@yahoo.com • (802) 633-3997

## QUALIFICATIONS PROFILE

Highly proficient and accomplished business manager and leader with extensive experience in financial and cost accounting as well as overall business management.

- Skilled leader, adept at strategic planning, teambuilding, organizational dynamics, highly focused on creating and driving strategic business initiatives to successful outcomes
- Mission driven financial professional, proficient in budgeting, forecasting, and analysis processes for general ledger activity including international operations.
- Focused on cost reduction through maximization of team participation and direct decision making
- Proficient with analytical tools including MS Excel, Solomon, McKesson, Oracle, MS Word, MS PowerPoint

## PROFESSIONAL EXPERIENCE

VISITING NURSE ASSOCIATION AND HOSPICE OF VT & NH 8/2009 to Present

### **Chief Financial Officer (2012 – Present)**

Manage the Finance, Revenue Cycle, Information Technology and Facilities departments for this \$20 million Visiting Nurse/Home Health and Hospice Organization. Act as Corporate Treasurer. Key internal employee informing and advising the Finance Committee of the Board of Directors. Oversee investment advisors and board designated assets. Advisor to the management team on business issues particularly in the area of the annual fiscal and statistical budgets and capital plan. Responsible for detail analytics especially budget to actual reporting, and forecasting. Assist the CEO in the formation of the Agency's strategic plan. Key member of acquisition and affiliation work groups. Inform and work closely with other Agency Directors and Managers. Responsible for facilities management and related functions.

### **Controller (2009 – 2012)**

Manage the Accounts Payable, Payroll and Financial Reporting functions for this \$20 million non profit home health agency. Responsible for Internal and External Financial Reporting, Statistical Reporting, Revenue Cycle Review, Budgeting, Forecasting, Variance Analysis, Annual Financial Audit, Internal Controls and State Reporting requirements as well as Fixed Asset management and contract management functions. Manage the Senior Accountant, A/P coordinator and Payroll coordinator.

### **Consulting -**

12/2008 to 4/2009

Scott Construction – Temporary Controller  
Lyndon State College – Adjunct Professor

DCI (Design Contempo, Inc.) – Lisbon, NH

4/2005 to 12/2008

### **Controller**

Manage all financial functions for this mid-size furniture manufacturing company. Responsible for all aspects of financial reporting and treasury functions. Manage preparation of monthly financial reports primarily profit and loss, balance sheet, and cash flow statements with associated analytical review with a focus on product family and plant level profit and loss reporting. Prepare detailed monthly, and yearend financial reporting packages including written commentary and analysis. Prepare detail thirteen week cash flow projections. Act as primary liaison with lenders. Supervise two plant

accountants and two clerical staff. Direct accounts receivable and accounts payable functions. Manage audit engagements. Responsible for performance appraisal reviews.

LYDALL THERMAL/ACOUSTICAL, Inc. – St. Johnsbury, VT

8/2002 to 4/2005

**Controller**

Prepare monthly financial reports primarily profit and loss and balance sheet, with associated analytical review with a special focus on SBU profit and loss reporting for this manufacturer of automotive heat shields. Manage the cost accounting function to include setting up and maintaining plant standard cost system. Prepare detailed monthly, quarterly and yearend financial reporting packages including written commentary and analysis. Instituted physical inventory procedures. Computed IRR and EVA metrics relative to capital projects and proposals. Supervise and coordinate annual budget process. Team leader for Sarbanes-Oxley Section 404 implementation. Supervise Assistant Controller, Plant Accountant and two clerical staff. Directed accounts receivable and accounts payable function. Responsible for performance appraisal reviews.

HARDIGG INDUSTRIES – South Deerfield, MA

4/1998 to 5/2002

**Accounting Manager (2000-2002)**

Prepared monthly financial reports including profit and loss, balance sheet, and cash flow statements. Supervised staff of nine including three staff accountants, two cost accountants, and four accounting clerks. Directed accounts receivable and accounts payable transactions. Managed cost accounting processes. Prepared weekly cash forecasts. Organized audit engagements. Controlled physical inventory functions at three U.S. facilities. Managed budget process for all domestic facilities as well as China facility. Handled bank collateral reporting. Interacted with vendors to negotiate payment terms. Executed performance appraisal reviews. Hired and trained accounting staff. Devised accounting department mission statement and strategies to achieve our mission.

**Senior Cost Accountant (1998-2000)**

**EDUCATIONAL BACKGROUND**

**MBA**

UNIVERSITY OF MASSACHUSETTS, - AMHERST, MA

**BA in Liberal Studies (concentration Accounting and Economics)**

WESTFIELD STATE COLLEGE – WESTFIELD, MA

**CERTIFICATIONS**

**CHFP - CERTIFIED HEALTHCARE FINANCIAL PROFESSIONAL**  
HEALTHCARE FINANCIAL MANAGEMENT ASSOCIATION

**LEAN SIX SIGMA YELLOW BELT**

DARTMOUTH-HITCHCOCK VALUE INSTITUTE

**REFERENCES**

AVAILABLE UPON REQUEST



## SIGNIFICANT ACCOMPLISHMENTS

VISITING NURSE ASSOC. OF VERMONT & NEW HAMPSHIRE

12/2012 to Present

### Chief Financial Officer/Senior Director of Finance

- ◆ Key colleague to the CEO in development of the Agency's strategic plan utilizing the Kaplan/Norton Balanced Scorecard
- ◆ Sole VNH management member chosen for a leadership team working toward formal affiliation with Dartmouth-Hitchcock Health System
- ◆ Sole VNH management member chosen to negotiate the purchase of a private duty business entity – the first in VNH's history
- ◆ Sole management member chosen to successfully negotiate and purchase VNH's first permanent office space.
- ◆ Developed and assisted other Directors to develop department scorecards to tie into Balanced Scorecard metrics
- ◆ Implemented change management processes with Finance and I/T staff resulting in reduction of 2 management FTE's and increased department performance
- ◆ Significantly improved cash flow by reducing DSO from 69 days to 40 days
- ◆ Champion of administrative cost reduction team, reducing overhead from 42% of revenue to 38% in one year

VISITING NURSE ASSOC. OF VERMONT & NEW HAMPSHIRE

8/2009 to 12/2012

### Controller

- ◆ Immediately corrected numerous financial reporting and payroll errors, while reducing financial reporting time and accounting staff hours saving the agency over \$150,000 in the first 6 months.
- ◆ Maximized the functionality of Accounting Software resulting in reduction of accounting staff.
- ◆ Strengthened Internal Control environment resulting in more timely and reliable financial statements. Initiated in house Cost Accounting processes to inform business unit managers of program profitability and to assist managers with identifying and executing efficiency initiatives.
- ◆ Added value to budget and external audit processes resulting in commendation from external audit firm - zero audit adjustments for the past 6 years.
- ◆ Initiated Departmental Responsibility Accounting processes to prepare annual budget as well as review of budget to actual performance increasing management engagement with the agency and improved understanding of financial results
- ◆ Completed first ever fixed asset physical inventory and implemented automated fixed asset tracking software improving financial accuracy and tracking of fixed assets

Consulting

12/2008 to 4/2009

### Temporary Controller

- ◆ Improved bank reporting increasing confidence level with lenders resulting in additional funding.
- ◆ Analyzed profit margins in project backlog with engineers improving decision making and understanding of cost profit volume concepts amongst staff

DCI (Design Contempo, Inc.) – Lisbon, NH

4/2005 to 12/2008

### Controller

- ◆ Introduced break even methodology of business analysis to improve profitability and awareness among management team.
- ◆ Organized process to downsize the business and provided recommendations to achieve desired results (\$160K average monthly losses reduced to breakeven in 3 months)
- ◆ Improved confidence level and trust with our primary lender through improved communications and financial analysis and reporting.
- ◆ Improved working capital position through improved accounts receivable and inventory turnover.
- ◆ Developed daily production metrics to both improve sales forecasting and manage labor costs, process map key business activities and implement controls on risk points

LYDALL THERMAL/ACOUSTICAL Inc. – St. Johnsbury, VT

8/2002 to 4/2005

## Controller

- ◆ Successfully managed multiple, large scale projects to on time completion including software conversion (Oracle) and numerous Sarbox Section 404 audits and financial audits.
- ◆ Process mapped key business activities and implement controls on risk points primarily in the inventory control function.
- ◆ Performed quarterly presentations of detailed financial information to management improving management understand and accountability.
- ◆ Proposed cost saving strategies to manufacturing resulting in significant savings primary through better contract negation with temporary staff agencies.

HARDIGG INDUSTRIES – South Deerfield, MA

4/1998 to 5/2002

## Accounting Manager (2000-2002)

- ◆ Team leader in coordinating annual budgets for three U.S. manufacturing facilities and one international manufacturing facility in Shanghai, China, also four light assembly facilities.
- ◆ Initiated quarterly presentations of detailed financial information to management.
- ◆ Streamlined monthly close resulting in reduction of close time by seven business days.
- ◆ Improved cash position by \$2 million through active working capital management.
- ◆ Initiated quarterly review of consolidated trial balance, which reduced year-end audit preparation time and fees.
- ◆ Formed and lead Excess and Obsolete Inventory Committee, which decreased E&O inventory reserves by 50% and improved inventory turnover.
- ◆ Worked with managers to implement Kaplan/Norton Balanced Scorecard philosophy developed objectives and metrics in purchasing and inventory control departments

## Senior Cost Accountant (1998-2000)

- ◆ Introduced contribution margin analysis concepts, resulting in keeping profitable lines only.
- ◆ Developed and monitored standard cost systems in two manufacturing facilities.
- ◆ Reduced physical inventory processes from two days to one day saving costs and increasing efficiency.
- ◆ Augmented single factory overhead rate structure to departmental overhead rates.

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Groveton NH 03582  
603-785-0212  
smhnurse2001@yahoo.com

## STEPHANY HALL

**OBJECTIVE** To assist in providing quality hospice care in the north country of New Hampshire.

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**SKILLS & ABILITIES** I am a veteran nurse, who has worked in a variety of nursing and management roles. I am a great people person and am very organized. I am self-motivated but believe strongly in team work. I also have teaching experience both in my profession and person lives.

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**EXPERIENCE** **Director of Clinical Services and Care Navigation**

4/2015- current

Supervision of the 32 clinical staff members in the physician's practice of Littleton Regional Healthcare and Indian Stream Health Center respectively. Responsible for the quality of patient care, scheduling of staff, staff evaluation and education, supply ordering and inventory/budget maintenance.

**SCHOOL HEALTH COORDINATOR**

11/2009- 4/2015

Since starting my management role with Upper Connecticut Valley Hospital, I have cut the spending budget by about 15% keeping my department running well within budget for 5 straight years. I have also helped expand the program to include three additional schools now serving 1120 children from pre-school aged to seniors. Our territory now expands from Stark, NH to Pittsburg, NH. I am also the Teen Task Force Coordinator which is an organization that provides health and wellness education for school children and teens. In this role, I organize a yearly conference, which includes an international motivational speaker, for jr. high students. Since taking over the reins of this group, the grant was cut, but I was able to secure funding, cut the spending budget by \$6,000 while not changing any of the quality programming.

**UNIT MANAGER**

11/2008-11/2009

Manager of the nursing staff of the Morrison Nursing Home. My role was to complete chart reviews and care of residents for quality, scheduling of staff and assisted DON with budgets. While in my charge we had a deficiency free survey, however long term care is not my passion and left for the community setting, which is where my passion resides.

**DIRECTOR OF SCHOOL HEALTH SERVICES**

04/2003-06/2007

Responsible for the 24/7 medical and mental health care of high school aged student in the private school setting.

**Home Health Staff Nurse**

06/2007-11/2008

Responsible for the care of patients from St. Johnsbury, VT to the Connecticut river. Job duties included, medication management, care management, IV therapies, etc.

**OFFICE NURSE**

06/1998-09/2001

Responsible for the care of patients from St. Johnsbury, VT to the Connecticut river. Job duties included, medication management, care management, IV therapies, etc.

**MED/SURG NURSING**

06/1996-06/1998 and per diem work until 2004.

Staff nurse at Androscoggin Valley Hospital. Since I was a brand new nurse my duty was one of student and provider learning my profession.

**Other roles I have had include school nursing and another short stint in a nursing home, but listed are the most current work environments and relevant experience.**

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EDUCATION

**WMCC - ADN**

Received my associated degree in nursing.

**UNIVERSITY OF PHEONIX, ON-LINE**

Working on my bachelor's degree in nursing. I am 75% completed at this time. I have recently switched schools to **Southern New Hampshire University** to get a better clinical experience. I begin my next round of classes on January 5<sup>th</sup>, 2015.

**Southern NH University, on-line**

Finishing by bachelor's degree in nursing. I have 3 classes left.

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COMMUNICATION

I provide yearly reports of my school health program, which includes budget expenditures, care given, education provided and other items. I also present the material to the Board of Directors for UCVH.

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LEADERSHIP

I have had many career roles in a management capacity. I also coach sports such as varsity soccer, and elementary basketball. I also coach basketball summer camps in the Colebrook area.

REFERENCES

**LAURIE COLLINS**

Behavior Specialist

603-237-4270

Tanya Young, RN

QI/QA and ACO champion

603-237-8336

**ASHLEY HODGE**

School Nurse

603-246-3311

# JOANN MILLER

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80 Wallace Road, Dalton, NH 03598 Cell: 603-616-7999 JIMiller55@yahoo.com

## Professional Summary

Highly organized and detail-oriented scheduler with more than 15 years experience supplying thorough, organized administrative support to a busy home care agency. Customer service oriented receptionist skilled with greeting patients, triaging phone calls and processing incoming mail.

## Skills

- | Self directed, hardworking & reliable
- | Works well under pressure
- | Creative problem solver
- | Good at multitasking
- | Supervisory experience
- | Computer scheduling proficiency
- | Multi-line phone operation proficiency
- | Professional phone & bedside etiquette

## Work History

Supportive Care Scheduler & Receptionist, 08/2006 to Current  
North Country Home Health & Hospice – Littleton, NH

- | Effectively schedule home health aide & homemaking visits for home care, hospice, grant program(for the 15 years) & private pay clients
  - | Manage schedules for 20 supportive care staff
  - | Perform supervisory visits for homemaking services
  - | Transfer detailed visit information between computer systems to facilitate billing & payroll processing
  - | Track visit information on state grant program services
  - | Work collaboratively with BEAS, CFI case managers, clients & clinical staff to ensure client safety & Satisfaction with services
  - | Enroll clients in homemaking services & formulate individualized patient centered plans of care with each client.
  - | Ensure regulatory & company policy compliance
  - | Answer & triage incoming phone calls to ensure calls are directed to appropriate staff
  - | Process incoming mail & record payments received via mail
  - | Troubleshoot phone printer & computer system issues
  - | Order office supplies
  - | Prepare conference room & order refreshments for board meetings
  - | Other duties as requested

Home Health Aide, 09/1991 to 08/2006  
North Country Home Health & Hospice – Littleton, NH

- | Provided personal care to clients in their homes
- | Assisted with bathing, dressing ,feeding according to clients individual plan of care
- | Monitored client & home environment for any safety issues or concerns & reported to nurse accordingly
- | Provided emotional support to clients & families

Homemaker, 02/1990 to 09/1997  
North Country Home Health & Hospice – Littleton, NH

- | Provided housekeeping and chore services in clients homes according to their individual plan of care
- | Performed shopping and errands for clients as requested
- | Prepared light meals as requested
- | Monitored clients and homes for any change in condition or safety concerns & reported to nurse as needed
- | Provided emotional support to clients & families

Store Manager,

Cumberland Farms – Littleton, NH

- | Managed day to day store operations
- | Supervised store employees
- | Managed & ordered inventory
- | Recruited & trained employees
- | Ensured compliance with state regulations & company policies
- | Counted, secured & delivered cash & receipts to armored personnel

Licensed Nursing Assistant,

Franconia Nursing Home – Franconia, NH

- | Assisted with bathing, dressing, feeding & transporting clients within the facility according to the individual care plan
- | Provided emotional support to clients & family

## Education

High School Diploma: 1977

White Mountain Regional High School - Whitefield, NH

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Counter	President	\$150,000	2%	
Stephany Hall	Director Clinical Operations	\$95,000	20%	
JoAnn Miller	Supervisor Long Term Services	\$44,000	100%	





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF BUSINESS OPERATIONS**  
**BUREAU OF CONTRACTS & PROCUREMENT**

**Jeffrey A. Meyers**  
**Commissioner**

**Jonathan V. Gallo**  
**Interim Director**

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9246 1-800-852-3345 Ext. 9246  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 9, 2017

To: Michelle Caraway  
 Department of Administrative Services

From: Jonathan Gallo, Esq.  
 Bureau of Contracts & Procurement

Re: Contract Assignment of one contract from Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice to North Country Home Health & Hospice Agency, Inc.

Dear Michelle:

Attached is the fully executed contract assignment from Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice to North Country Home Health & Hospice Agency, Inc., along with the A10 Encumbrance Adjustment form.

Please review the attached executed documents and forward to the Bureau of Accounts to assign the Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice contract, Vendor #258618, PO #1054619 listed below to North Country Home Health & Hospice Agency, Inc., Vendor #154643, under a new PO number, per the attached A10 Encumbrance Adjust Form.

Vendor Name	Contract Name	G&C Approval Date/Item #	Purchase Order #
Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice	In Home Care, In Home Health Aide, In Home Nursing Services	Original 02/15/2017/#11	1054619

Thanks for your assistance and guidance with this request.

**PO Adjustment Form**  
 Bureau of Accounting, State House Annex  
 25 Capitol Street, Concord, NH 03301  
 Fax: 271-6666

Process Level: 04800

Date: 8/24/2017

PO #: 1054063 Vendor Name: North Country Home Health & Hospice Agency, Inc.

Vendor Code: 154643 Reason: Taking over a contract from Northern New Hampshire Healthcare Collaborative, Inc d/b/a Northwoods Home Health & Hospice

Line #	Company	Accounting Unit	Account	Activity/Category	Ship To	Bill To	Amount	I/D
1	10	92550000	500385	SET AS AMT	4800	4800	\$ 64,224.32	I
2	10	78720000	500382	SET AS AMT	4800	4800	\$ 10,696.10	I

PO #: 1056516 Vendor Name: North Country Home Health & Hospice Agency, Inc.

Vendor Code: 154643 Reason: Taking over a contract from Northern New Hampshire Healthcare Collaborative, Inc d/b/a Northwoods Home Health & Hospice

Line #	Company	Accounting Unit	Account	Activity/Category	Ship To	Bill To	Amount	I/D
1	10	92550000	500385	SET AS AMT	4800	4800	\$234,365.12	I
2	10	78720000	500382	SET AS AMT	4800	4800	\$ 75,656.88	I

PO #: 1054619 Vendor Name: Northern NH Healthcare Collab

Vendor Code: 258618 Reason: \_\_\_\_\_

Line #	Company	Accounting Unit	Account	Activity/Category	Ship To	Bill To	Amount	I/D
1	10	92550000	500385		4800	4800	\$ 64,224.32	D
2	10	78720000	500382		4800	4800	\$ 10,696.10	D

PO #: 1056528 Vendor Name: Northern NH Healthcare Collab

Vendor Code: 258618 Reason: \_\_\_\_\_

Line #	Company	Accounting Unit	Account	Activity/Category	Ship To	Bill To	Amount	I/D
1	10	92550000	500385	SET AS AMT	4800	4800	\$234,365.12	D
2	10	78720000	500382	SET AS AMT	4800	4800	\$ 75,656.88	D

Shawn Martin 2719283 8/24/2017  
 Prepared by: Phone Date



**CONDITIONAL CONSENT TO CONTRACT ASSIGNMENT**

The New Hampshire Department of Health and Human Services (DHHS), hereby conditionally consents to Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice, Vendor #258618, the assignment of the following contract listed below between the Department of Health and Human Services and Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice, to North Country Home Health & Hospice Agency, Vendor #154643, a company with a principal place of business at 536 Cottage Street, Littleton, NH 03561.

Vendor Name	Contract Name	G&C Approval Date/Item #	Purchase Order #
Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice	In Home Care, In Home Health Aide, In Home Nursing Services	02/15/2017, Item #11	1054619

This consent to assignment is conditioned upon North Country Home Health & Hospice Agency, Inc.'s acknowledgement and agreement to assume full responsibility for performance of the entirety of the assigned Contract, including but not limited to, any and all obligations and liabilities on the Contract for the full term of the Contract beginning from the original effective date of January 1, 2017 through September 30, 2018.

Subject to the conditions contained herein, this Consent to Contract Assignment shall be effective on January 1, 2017, or the date it is fully executed by all parties, whichever is later.

By: Jeffery A. Meyers Date: 8/9/17  
Jeffery A. Meyers, NH DHHS Commissioner

I, Michael J. Counter do hereby represent that I am the President of North Country Home Health & Hospice Agency, Inc., and acknowledge and agree that Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice, has assigned the aforementioned Contract between the Department of Health and Human Services and Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice to North Country Home Health & Hospice Agency, Inc.

I attest all of the personnel and other resources necessary for performance will remain dedicated to support our contract with the New Hampshire Department of Health and Human Services. North Country Home Health & Hospice Agency, Inc., will continue to operate as its own business unit and no employment and management changes are expected to occur.

Effective January 1, 2017, North Country Home Health & Hospice Agency, Inc., agrees that as the assignee, North Country Home Health & Hospice Agency, Inc., fully assumes responsibility for

North Country Home Health & Hospice Agency, Inc.

Contractor Initials MC  
Date 8/7/17

CONDITIONAL CONSENT TO CONTRACT ASSIGNMENT

North Country Home Health & Hospice Agency, Inc.

Page 2 of 2

performance of all of the assigned Contract, in its entirety, including but not limited to, any and all obligations and liabilities, for the full terms of the Contract beginning on the original effective date of the Contract through its final termination.

I further represent and attest that I am duly authorized and empowered to fully bind North Country Home Health & Hospice Agency, Inc., to the representations herein and to execute this Conditional Consent to Assignment on behalf of the North Country Home Health & Hospice Agency, Inc.

Documentation Requirement for Assignee:

- 1. State of New Hampshire Certificate of Good Standing
- 2. Certificate of Authority/Vote
- 3. Certificate of Insurance/ACORD Form

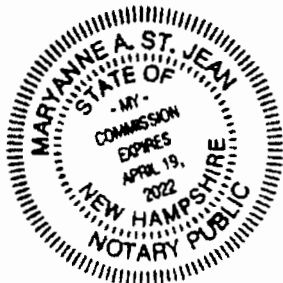
North Country Home Health & Hospice Agency, Inc.

8/7/17  
Date

Michael J. Counter  
Michael J. Counter  
President

STATE OF New Hampshire  
COUNTY OF Grafton

The foregoing instrument was acknowledged before me this 7 day of August 2017  
by Maryanne St. Jean



Maryanne A. St. Jean  
Notary Public/Justice of the Peace

My Commission Expires: April 19, 2022

# CERTIFICATE OF VOTE

I, Roxie Severance, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of North Country Home Health & Hospice Agency  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held by electronic vote on Friday, August 4, 2017:  
(Date)

RESOLVED: That the President of North Country Home Health & Hospice  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 7th day of August, 2017.  
(Date Contract Signed)

4. Michael Counter is the duly elected President of the Agency.  
(Name of Contract Signatory) (Title of Contract Signatory)

Michael Counter  
(Signature of the Elected Officer)

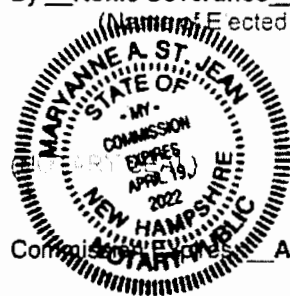
STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 7th day of August, 2017.

By Roxie Severance  
(Name of Elected Officer of the Agency)

Maryanne St. Jean  
(Notary Public/Justice of the Peace)



Commission Expires April 19, 2022

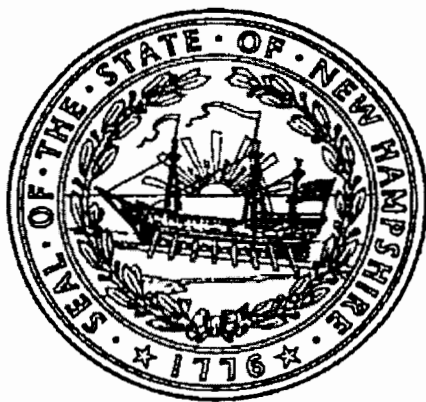
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 18, 1970. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66451



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of August A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



NORTCOU-01

LUCYP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

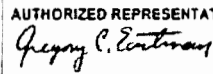
<b>PRODUCER</b> Hunkins & Eaton Agency Inc 93 Main Street Littleton, NH 03561	<b>CONTACT NAME</b> PHONE (A/C, No, Ext) (603) 444-3975 E-MAIL ADDRESS FAX (A/C, No): (603) 444-1131
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  North Country Home Health & Hospice Agency Inc 536 Cottage Street Littleton, NH 03561	<b>INSURER A</b> Union Mutual Fire Insurance Company <b>NAIC #</b> 25860 <b>INSURER B</b> Western Surety Company <b>INSURER C</b> <b>INSURER D</b> <b>INSURER E</b> <b>INSURER F</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WYQ	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		BOP0008460	11/12/2016	11/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
GEN'L AGGREGATE LIMIT APPLIES PER X POLICY      PRO-JECT      LOC						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY      X NON-OWNED AUTOS ONLY		BOP0008460	11/12/2016	11/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		CUP0120238	11/12/2016	11/12/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y N If yes, describe under DESCRIPTION OF OPERATIONS below N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Bonds		69734035	07/18/2017	07/18/2018	Employee Dishonesty 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Home Health & Hospice Agency

<b>CERTIFICATE HOLDER</b>  NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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NORTCOU-10

115NE1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER  
Davis & Towle Morrill & Everett, Inc.  
115 Airport Road  
Concord, NH 03301

CONTACT NAME: Mary Ellen Snell, CIC  
PHONE (A/C, No, Ext): (603) 715-9754 FAX (A/C, No): (603) 225-7935  
E-MAIL ADDRESS: msnell@davistowle.com

INSURER(S) AFFORDING COVERAGE: AmTrust North America Inc. NAIC #  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED  
North Country Home Health & Hospice Agency Inc.  
536 Cottage Street  
Littleton, NH 03561

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (E&O) (Per occurrence)
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person)
						PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea. accident)
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)
						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DED RETENTIONS					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	TWC3641613	07/01/2017	07/01/2018	PER STATUTE : OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required):

### CERTIFICATE HOLDER

New Hampshire Dept. of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





11  
mac

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 [www.dhhs.nh.gov](http://www.dhhs.nh.gov)

January 27, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into a **retroactive** agreement with Northern New Hampshire Healthcare Collaborative d/b/a Northwoods Home Health & Hospice, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$542,538.50, effective January 1, 2017 through September 30, 2018. **43% Federal Funds. 57% General Funds. SEE ATTACHED FISCAL SHEET DETAILS**

Funds to support this request are available for State Fiscal Year 2017 and are anticipated to be available in the following accounts for State Fiscal Years 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**EXPLANATION**

This request is **retroactive**. The Department experienced some delays in obtaining the necessary documentation in order to complete the contracting process. The vendor is in the process of acquisition by another entity and that process has not yet concluded. However, in order to maintain continuity of services, the vendor will continue to provide services until the conclusion of the transaction. It is anticipated that once the transaction is completed, clients presently being served by the vendor will be transitioned to the acquiring entity, without a break in services.

The Department reserves the right to renew the contract for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) years and older or to individuals ages 18 and over with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs include assistance such as: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance to individuals in managing their personal care needs, including bathing and grooming. The service incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited

to: assistance with preparing and administering medication; providing a health evaluation and developing a health and wellness plan.

This contract was competitively bid. The Department issued a Request for Applications on August 10, 2016, and twelve (12) applications were received. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise and subject matter experts. The bid summary is attached.

This is one (1) of twelve (12) contracts. The Governor and Executive Council approved nine (9) of the twelve (12) contracts on December 21, 2016 (Item #16). Two (2) of the twelve (12) contracts have been submitted to Governor and Executive Council for approval retroactively to October 1, 2016 to ensure continuation of services in the Sullivan County area through December of 2016 and up to September 30, 2018. This is the last of the contracts for In Home Care Services, In Home Health Aide Level of Care Services, and In home Nursing Level of Care Services, which will ensure these services are available to citizens, statewide.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

Area served: Statewide

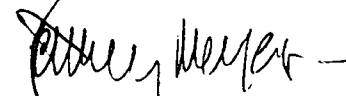
Source of Funds: 43% Federal Funds between two grants, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title III B, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, and 57% General Funds.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner

**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**

SFY	Class/Object Code	Class Title	Amount
2017	540-500382	Contracts for Program Services	\$37,828.44
2018	540-500382	Contracts for Program Services	\$75,656.88
2019	540-500382	Contracts for Program Services	\$18,914.22
		<b>Subtotal:</b>	<b>\$132,399.54</b>

**05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (29.86% Federal Funds; 70.14% General Funds)**

SFY	Class/Object Code	Class Title	Amount
2017	543-500385	Contracts for Program Services	\$117,182.56
2018	543-500385	Contracts for Program Services	\$234,365.12
2019	543-500385	Contracts for Program Services	\$58,591.28
		<b>Subtotal</b>	<b>\$410,138.96</b>

<b>Grand Total:</b>	<b>\$542,538.50</b>
---------------------	---------------------



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services**

**RFA-2017-BEAS-01-INHOM**

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA &amp; Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95
8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctcn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-09)

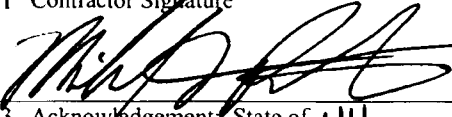
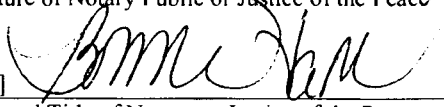
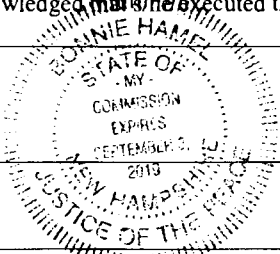
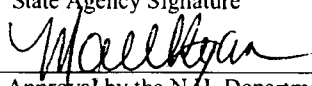
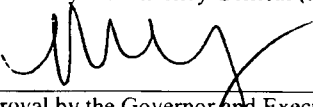
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern New Hampshire Healthcare Collaborative Inc D/B/A Northwoods Home Health & Hospice		1.4 Contractor Address 278 Main Street Lancaster, NH 03584	
1.5 Contractor Phone Number 603-788-5020	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$542,538.50
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael D. Peterson, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> On <u>12/28/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Bonnie Hamel, JP		1.14 State Agency Signature  Date: <u>1/27/17</u>	
1.15 Name and Title of State Agency Signatory Maureen Ryan Director, DHS			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York - Attorney</u> <u>1/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Coos County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.
- 2.2. The Contractor shall administer services as follows:



**2.2.1. Access to Services**

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.





- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services

- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.

2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.

2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

#### 2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

### **3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

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12/28/2016



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### **4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.





Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	12,232	\$9.58	\$117,182.56
In Home Care Services (Title III)	1/2 Hour	1,968	\$9.58	\$18,853.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,518	\$12.50	\$18,975.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2017 through 06/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	24,464	\$9.58	\$234,365.12
In Home Care Services (Title III)	1/2 Hour	3,936	\$9.58	\$37,706.88
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	3,036	\$12.50	\$37,950.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2018 through 09/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	6,116	\$9.58	\$58,591.28
In Home Care Services (Title III)	1/2 Hour	984	\$9.58	\$9,426.72
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	759	\$12.50	\$9,487.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials: *MP*

Date: *12/29/2016*



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**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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*12/25/2016*



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. 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
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D

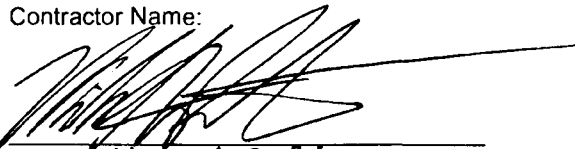


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

12/28/2016  
Date

Contractor Name:  
  
Name: Michael D. Peterson  
Title: President



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

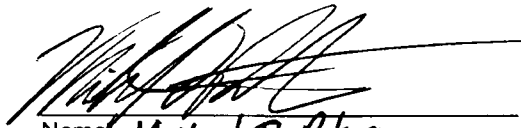
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12/28/2016  
Date

  
Name: Michael D. Peterson  
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

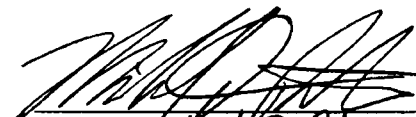
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/28/2016  
Date

  
Name: Michael D. Peterson  
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*MPP*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

12/28/2016  
Date

Contractor Name:

Name: Michael D. Peterson  
Title: President

Exhibit G

Contractor Initials MDP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12/28/2016



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/28/2016  
Date


  
Name: Michael V. Peterson  
Title: President





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

MMP

12/28/2016



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p>_____ The State</p> <p><u>Maurice Ryan</u> Signature of Authorized Representative</p> <p><u>Maurice Ryan</u> Name of Authorized Representative</p> <p><u>Director, OHS</u> Title of Authorized Representative</p> <p><u>1/27/17</u> Date</p>	<p><u>Northern New Hampshire Healthcare Collaborative, Inc.</u> Name of the Contractor</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p><u>Michael D. Peterson</u> Name of Authorized Representative</p> <p><u>Board President</u> Title of Authorized Representative</p> <p><u>12/28/2016</u> Date</p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

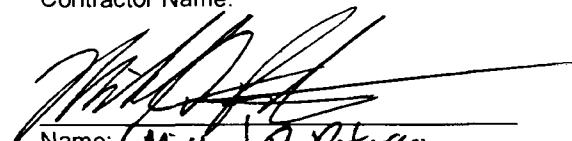
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date 12/28/2016

  
Name: Michael D. Peterson  
Title: President



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-940-7626
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____





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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Visiting Nurse Home Care & Hospice of Carroll County (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 1529 White Mountain Highway, North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$215,247.76 from \$442,961.91 to read: \$658,209.67.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/23/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Visiting Nurse Home Care & Hospice of Carroll County

1-16-18  
Date

Jordan Ruxa  
Name: SANDRA RUXA  
Title: 1-16-18

Acknowledgement of Contractor's signature:

State of New Hampshire County of Carroll on Jan 16, 2018, before the undersigned officer, personally appeared the person identified directly 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.

Gail F. Boucher  
Signature of Notary Public or Justice of the Peace

Gail F. Boucher  
Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_



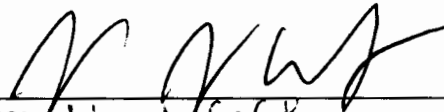
New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/23/2018  
Date

  
Name: John J. Conforti  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	9,429	\$9.58
In Home Care Services (Title III)	1/2 Hour	390	\$9.58
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,600	\$12.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50
			Total Amount of Monthly Funding being Requested for each Service
			\$90,325.03
			\$3,736.20
			\$32,500.00
			\$0.00

07/01/2017 through 06/30/2018 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	18,857	\$10.06
In Home Care Services (Title III)	1/2 Hour	780	\$10.06
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	5,200	\$13.13
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73
			Total Amount of Monthly Funding being Requested for each Service
			\$189,701.42
			\$7,846.80
			\$68,276.00
			\$0.00

07/01/2018 through 06/30/2019 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	18,857	\$10.06
In Home Care Services (Title III)	1/2 Hour	780	\$10.06
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	5,200	\$13.13
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73
			Total Amount of Monthly Funding being Requested for each Service
			\$189,701.42
			\$7,846.80
			\$68,276.00
			\$0.00

Visiting Nurse Home Care Hospice  
 Exhibit B-1 Rate Sheet, Amendment #1

Contractor Initials:   *LR*



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

SANDRA RUKA, EXEC DIRECTOR - UNHCH

Name, Title, and Agency Name

Sandra Ruka

Signature

1-16-18

Date

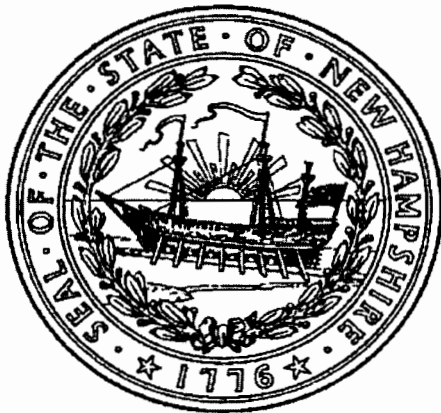
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 16, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **183187**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of January A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**

I, JOAN LANSIE, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of VISITING NURSE HOME CARE  
HOSPICE of CARROLL COUNTY (Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1-16-18:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16 day of January, 2018.  
(Date Contract Signed)

4. SANDRA RYAN is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Joan Lansie  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 16<sup>th</sup> day of Jan., 2018.

By Joan Lansie  
(Name of Elected Officer of the Agency)

Gail Boucher  
(Notary Public/Justice of the Peace)



NOTARY SEAL

Commission Expires

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): <b>855 874-0123</b>	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Insurance Company		23850
INSURER B : Philadelphia Indemnity Insurance Co.		18058
INSURER C : Technology Insurance Company, Inc.		42376
INSURER D :		
INSURER E :		
INSURER F :		

**INSURED**  
 Visiting Nurse Home Care & Hospice of Carroll County  
 PO Box 432  
 North Conway, NH 03860

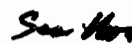
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1755177	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB612054	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3645648	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK1755177	01/01/2018	01/01/2019	\$3,000,000/\$1,000,000
A	Crime			PHPK1755177	01/01/2018	01/01/2019	\$50,000 Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Evidence of Insurance Coverage**

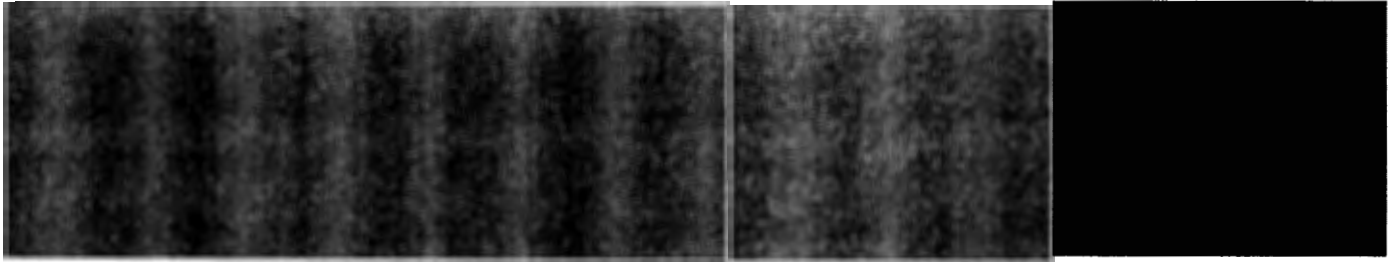
<b>CERTIFICATE HOLDER</b>  State of NH, DHHS 129 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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*A Passion for Compassion*

### **Our Mission**

*We use our passion for compassion to provide exceptional home health care enabling independent living and quality of life for our clients and their families.*



**FINANCIAL STATEMENTS**

**June 30, 2017 and 2016**

**With Independent Auditor's Report**



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Visiting Nurse Home Care & Hospice of Carroll County

We have audited the accompanying financial statements of Visiting Nurse Home Care & Hospice of Carroll County, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Visiting Nurse Home Care & Hospice of Carroll County as of June 30, 2017 and 2016, and the results of its operations and changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 10, 2017

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Balance Sheets**

**June 30, 2017 and 2016**

**ASSETS**

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 689,917	\$ 498,921
Patient accounts receivable, less allowance for uncollectible accounts of \$39,093 in 2017 and \$40,615 in 2016	467,033	512,477
Other current assets	91,659	95,049
Insurance receivable	<u>99,000</u>	<u>-</u>
Total current assets	1,347,609	1,106,447
Assets limited as to use	2,259,735	1,878,392
Property and equipment, net	<u>96,072</u>	<u>119,815</u>
Total assets	<u>\$ 3,703,416</u>	<u>\$ 3,104,654</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 36,638	\$ 26,177
Accrued payroll and related expenses	162,378	114,666
Settlement payable	<u>99,000</u>	<u>-</u>
Total current liabilities and total liabilities	298,016	140,843
Net assets		
Unrestricted	<u>3,405,400</u>	<u>2,963,811</u>
Total liabilities and net assets	<u>\$ 3,703,416</u>	<u>\$ 3,104,654</u>

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The accompanying notes are an integral part of these financial statements.

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Statements of Operations and Changes in Net Assets**

**Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 3,005,747	\$ 2,849,975
Provision for bad debts	<u>(24,000)</u>	<u>(32,328)</u>
Net patient service revenue	2,981,747	2,817,647
Grant revenue	155,668	168,500
Other operating revenue	<u>83,909</u>	<u>81,043</u>
Total operating revenue	<u>3,221,324</u>	<u>3,067,190</u>
Operating expenses		
Salaries and benefits	2,228,409	2,238,436
Other operating expenses	754,012	675,419
Depreciation	<u>27,645</u>	<u>29,052</u>
Total operating expenses	<u>3,010,066</u>	<u>2,942,907</u>
Operating income	<u>211,258</u>	<u>124,283</u>
Other revenue and gains		
Contributions	78,021	112,310
Investment income, net	45,598	41,382
Change in fair value of investments	<u>106,712</u>	<u>65,795</u>
Total other revenue and gains	<u>230,331</u>	<u>219,487</u>
Excess of revenue over expenses and increase in unrestricted net assets	441,589	343,770
Net assets, beginning of year	<u>2,963,811</u>	<u>2,620,041</u>
Net assets, end of year	<u>\$ 3,405,400</u>	<u>\$ 2,963,811</u>

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The accompanying notes are an integral part of these financial statements.



**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Statements of Cash Flows**

**Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 441,589	\$ 343,770
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	27,645	29,052
Provision for bad debts	24,000	32,328
Change in fair value of investments	(106,712)	(65,795)
(Increase) decrease in		
Patient accounts receivable	21,444	(121,060)
Insurance receivable	(99,000)	-
Other current assets	3,390	(493)
Increase (decrease) in		
Accounts payable and accrued expenses	10,461	(15,722)
Accrued payroll and related expenses	47,712	(70,601)
Settlement payable	<u>99,000</u>	<u>-</u>
Net cash provided by operating activities	<u>469,529</u>	<u>131,479</u>
Cash flows from investing activities		
Investment purchases	(690,424)	(285,830)
Proceeds from sale of investments	415,793	162,759
Capital expenditures	<u>(3,902)</u>	<u>(5,861)</u>
Net cash used by investing activities	<u>(278,533)</u>	<u>(128,932)</u>
Net increase in cash	190,996	2,547
Cash, beginning of year	<u>498,921</u>	<u>496,374</u>
Cash, end of year	<u>\$ 689,917</u>	<u>\$ 498,921</u>

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The accompanying notes are an integral part of these financial statements.

# VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

## Notes to Financial Statements

June 30, 2017 and 2016

### 1. Summary of Significant Accounting Policies

#### Organization

Visiting Nurse Home Care & Hospice of Carroll County (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide comprehensive home care services to communities in New Hampshire.

#### Income Taxes

The Association is a not-for-profit corporation as described in under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

#### Investments

The Association reports investments at fair value and has elected to report all gains and losses in the excess of revenue over expenses to simplify the presentation of these accounts in the statement of operations and changes in net assets, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations and changes in net assets.

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2017 and 2016**

**Allowance for Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 40,615	\$ 34,186
Provision for bad debts	24,000	32,328
Write-offs	<u>(25,522)</u>	<u>(25,899)</u>
Balance, end of year	<u>\$ 39,093</u>	<u>\$ 40,615</u>

**Assets Limited As To Use**

Assets limited as to use consist of assets designated by the board.

**Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

**Patient Service Revenue**

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2017 and 2016**

Charges for services to patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

**Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

**2. Investments and Assets Limited As To Use**

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 152,748	\$ 35,224
Equity securities	788,151	710,330
Mutual funds	<u>1,318,836</u>	<u>1,132,838</u>
Total investments	<u>\$ 2,259,735</u>	<u>\$ 1,878,392</u>

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2017 and 2016

**Fair Value Measurement**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all the Association's investments is measured on a recurring basis using Level 1 inputs.

**3. Property and Equipment**

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Furniture and equipment	\$ 483,700	\$ 479,798
Less accumulated depreciation	<u>387,628</u>	<u>359,983</u>
Property and equipment, net	<u>\$ 96,072</u>	<u>\$ 119,815</u>

**4. Patient Service Revenue**

Patient service revenue is as follows:

	<u>2017</u>	<u>2016</u>
Medicare	\$ 2,241,239	\$ 2,089,722
Medicaid	257,584	280,274
Other third-party payers and private pay	<u>506,924</u>	<u>479,979</u>
Total	<u>\$ 3,005,747</u>	<u>\$ 2,849,975</u>

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2017 and 2016**

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide these services is not considered material to the financial statements.

The Association was able to provide these services through local community support. Local community support consisted of contributions and municipal appropriations.

**5. Functional Expenses**

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 2,349,632	\$ 2,300,234
Administrative and general	<u>660,434</u>	<u>642,673</u>
Total	<u>\$ 3,010,066</u>	<u>\$ 2,942,907</u>

**6. Commitments and Contingencies**

**Leases**

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charges to operations as incurred.

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2017 and 2016**

The following is a schedule, by year, of future minimum lease payments under operating leases for office facilities as of 2017 that have initial or remaining lease terms in excess of one year:

2018	\$ 47,529
2019	47,836
2020	47,836
2021	47,836
2022	47,836
Thereafter	<u>7,973</u>
 Total	 <u>\$ 246,846</u>

Rental expense amounted to \$46,142 in 2017 and \$46,000 in 2016.

**Malpractice Insurance**

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2017 and 2016, which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

**Litigation**

The Association was involved in litigation relating to an employment matter arising in the normal course of business. After consultation with legal counsel, a settlement of \$99,000 was agreed to which is anticipated to be covered by insurance.

**7. Concentration of Risk**

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

	<u>2017</u>	<u>2016</u>
Medicare	69 %	66 %
Medicaid	7	6
Other	<u>24</u>	<u>28</u>
 Total	 <u>100 %</u>	 <u>100 %</u>

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2017 and 2016**

**8. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through October 10, 2017, which is the date the financial statements were available to be issued.



**Visiting Nurse Home Care & Hospice of Carroll County  
Board of Directors  
2018**

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*2018-2020*

Joan Lanoie, President

*2018-2020*

George Fredette, Vice President

*2018-2020*

*Myles Crowe, Secretary*

*2018-2020*

Ashley Gore, Treasurer

*2017-2019*

Joyce Brothers

*2016-2018*

Gale Johnsen

*2017-2019*

Gail Paine

*2017-2019*

Susan Ruka

*2017-2019*

Leona Cloutier

*Updated 7/11/16*

## Sandra L. Ruka

### PROFESSIONAL INFORMATION

Registered Nurse State of NH # 024267-21  
1978 to present

### EXPERIENCE

<u>Date</u>	<u>Title</u>	<u>Employer</u>
2008-present	Executive Director	Visiting Nurse Home Care & Hospice of Carroll County (formerly Visiting Nurse and Hospice Care Services of Northern Carroll County name change post merger with Carroll County Health and Home Care services)
2002-2008	Hospice Administrator Quality Improvement Clinical Director	Visiting Nurse and Hospice Care Services of Northern Carroll County
1999-2002	Patient Advocate	The Memorial Hospital North Conway, NH
1998-2002	Case Manager / Department Head	The Memorial Hospital North Conway, NH
1996-1997	Clinical Instructor Certified Nursing Assistant Program	College for Lifelong Learning Conway, NH
1991-1998	Staff RN –Clinical Nurse III Maternity Department 230 deliveries/yearly	The Memorial Hospital North Conway, NH
1989-1991	Staff RN-Emergency Department 1800 visits yearly Staff RN- Maternity Department	The Memorial Hospital North Conway, NH
1988-1989	Clinical Manager Emergency Department	The Memorial Hospital North Conway, NH

	10 staff members	
1986-1988	Staff RN- Emergency Department	The Memorial Hospital North Conway, NH
1981-1986	Night Supervisor	The Memorial Hospital North, Conway, NH
1979-1981	Assistant Head Nurse 29 bed Medical Surgical Unit	The New England Baptist Hospital Boston, MA
1978-1981	Staff Nurse 29 bed Medical Surgical Unit	The New England Baptist Hospital Boston, MA

### **EDUCATION**

<b><u>Date</u></b>	<b><u>Educational Institution</u></b>	<b><u>Program</u></b>
2000-2003	University of New Hampshire	MS in Nursing
1998-2001	University of New Hampshire	BS in Nursing
1996 – 1997	College for Life Long Learning	Liberal Arts Courses
1975 – 1978	New England Baptist Hospital School of Nursing	Diploma in Nursing
1975 – 1978	Pine Manor College	Associate of Science

### **PROFESSIONAL MEMBERSHIPS**

Member Board of Directors Home Care Association of New Hampshire  
 Chair Education Committee Home Care Association of New Hampshire  
 Member of NH Home Care Association's Legislative Action Committee  
 Member of NH Home Care Associations Dual Eligible's Committee  
 President Board of Managers-Rural Home Care Network  
 Board of Managers White Mountain Community Health Council  
 Agency membership Home Care Association of New Hampshire  
 Agency membership Visiting Nurse Association of America

### **HONORS**

Visiting Nurse and Hospice Care Services of Northern Carroll County recipient of the Bob Morrell Community Service Award 2009

Sigma Theta Tau International Nursing Honor Society

Recipient The Memorial Hospital Scholarship, 1998, North Conway, NH.

Recipient The Memorial Hospital Volunteers Scholarship, 1998, North Conway, NH

## **PUBLICATIONS**

Ongoing bi-weekly newspaper articles "Home Health Matters" highlighting current issues and trends in home health and health care industry

Nov. 2003 poster presentation on Long Term Care Nurse Role in End of Life decision Making (Master's thesis) at Gerontological Society of America Annual Symposium

## **PRESENTATIONS**

Monthly community meetings to present available community services

Formal presentations to local community groups regarding community services and supports

May 2012 and Nov. 2007 Panel member presentation on Hospice Care and End of Life Care

June 2007 Role of LNA in Hospice Care to Carroll County Home and Health Care

June 2005 Presented seminar on End of Life Care for University of New Hampshire Continuing Education

Multiple community presentations on home and hospice care

Appearances on local access cable television and radio discussing hospice care and home care

## **PROFESSIONAL ACCOMPLISHMENTS**

Provided oversight and direction to the successful merger of Visiting Nurse and Hospice Care Services of Northern Carroll County and Carroll County Health and Home Care Services. This merger affords the agency the opportunity to provide integrated community based services to the residents of Carroll County.

# Maureen Smith, RN, CPM

## Objective

To obtain a position as a registered nurse

## Education

Bachelor of Science in Nursing, University of Southern Maine, Portland, ME, GPA 4.0	Expected - Fall 2013
Associate in Applied Science in Nursing, Central Maine Medical Center College of Nursing, Lewiston, ME	2009 to 2011
Southern Maine Community College, South Portland, ME	2009 to 2010
• Course of study: Human Development, Nutrition, Microbiology, GPA 4.0	
Birthwise Midwifery School, Bridgton, ME	1998 to 2001
• Course of study: Holistic midwifery preparation for national certification	
Florida Community College at Jacksonville, Jacksonville, FL, GPA 4.0	1994 to 1996
• Course of study: Core pre-requisites	

## Related Employment Experience

Registered Nurse, ICU, Central Maine Medical Center, Lewiston, ME	January 2012 to present
• Perform standard nursing assessments and monitoring for critical care clients	
• Implement critical care nursing interventions	

Student Intern, ICU, Central Maine Medical Center, Lewiston, ME	June-August 2011
• Performed standard nursing assessments for critical care clients with Preceptor RN	
• Implemented nursing interventions under the direction of Preceptor RN	

Certified Professional Midwife, Birthwise Midwifery Service and Sacopee Valley Midwives	1999 to 2012
• Maintained certification as Certified Professional Midwife (CPM); North American Registry of Midwives	
• Maintained licensure as New Hampshire Certified Midwife, State of New Hampshire	
• Provided home based midwifery care: antepartum, intrapartum, postpartum and newborn periods	
• Educated clients and support people on topics related to the childbearing year and women's health	
• Performed routine nutrition, breastfeeding, and well woman assessments	
• Administered medications as required and as authorized under current midwifery law	
• Consulted with physicians about client care outside the scope of normal midwifery care	
• Completed a minimum of 25 CEUs every two years as required for midwifery certification	

Paramedical Examiner, APPS Paramedical Services, Bow, NH	2006 to present
• Perform in-home paramedical exams with blood and urine sample collection	
• Perform ECGs as required for insurance applicants	
• Perform Mature Assessments for clients age 70 years old or older	

Clinical Director, Birthwise Midwifery School, Bridgton, ME	2003 to 2007
• Coordinated preceptorships for 30 to 45 student midwives	
• Communicated monthly with preceptors regarding student midwives skill level	
• Instructed students and monitored progress in clinical midwifery skills	
• Maintained required records related to student attainment of skills	
• Coordinated one month student midwifery service experience in Senegal, West Africa	

Faculty, Birthwise Midwifery School, Bridgton, ME	2001 to present
• Teach the following classes entitled "Normal Prenatal"; "Normal Newborn" and "Newborn Complications"	
• Taught series: "Postpartum", "Basic Clinical Skills I, II, and III"	

Guest Instructor, University of New England, School of Osteopathic Medicine, Biddeford, ME	2001 to 2011
• Teach one day class each April entitled "OB Skills Lab" to second year students	

**Childbirth Education Instructor, Private practice, Bridgton, ME**

2000-2005

- Taught Childbirth Education series to clients during the prenatal period
- Taught Childbirth Education series to doula students

**Teaching Assistant, Birthwise Midwifery School, Bridgton, ME**

1999-2001

- Assisted Faculty Instructor in teaching class series entitled "Physical Assessment"
- Assisted Faculty Instructor in teaching class series entitled "Normal Labor and Birth"
- Assisted Faculty Instructor in teaching class series entitled "Basic Clinical Skills I", "Basic Clinical Skills II", "Basic Clinical Skills III"

**Other Clinical Nursing Experience**

ICU, Central Maine Medical Center, Lewiston, ME  
 Medical/Surgical, Adult, Central Maine Medical Center, Lewiston, ME  
 Maternity, Mercy Hospital, Portland, ME  
 Psychiatric, Acadia Hospital Central, Bangor, ME  
 Medical/Surgical, Adult, Central Maine Medical Center, Lewiston, ME  
 Geriatrics, Clover Manor, Auburn, ME

October-December 2011  
 March- September 2011  
 February 2011  
 January 2011  
 March - December 2010  
 February 2010

**Other General Experience**

**Homeschooling Parent**

1992-2010

- Provided complete education to three children from grades K to 12
- Maintained state required documentation of children's education
- Oriented other homeschooling parents to effective teaching methods and documentation requirements

**La Leche League Leader, Newport RI and Sardinia, Italy**

1988-1992

- Provided 24 hour support services for women with breastfeeding concerns
- Led support meetings for breastfeeding mothers
- Taught educational sessions in topics related to breastfeeding and parenting
- Maintained group library materials

**Current certifications**

- BLS, ACLS, TNCC

**References available upon request**

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

Key Personnel

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Sandra Ruka, MS RN	Executive Director	\$86,702	5%	\$4335
Maureen Smith RN BSN	Clinical Director	\$64,260	5%	\$3213

16 Mar



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>



Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

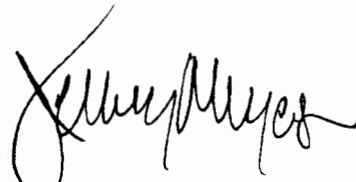
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>



## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

	State Fiscal Year	Revised Modified Budget
	2017	\$200,890.88
	2018	\$401,772.18
	2019	\$100,445.44
	<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-11)

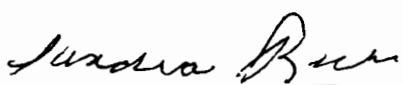
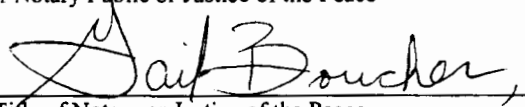
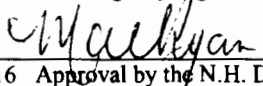
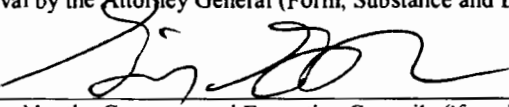
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Visiting Nurse Home Care & Hospice of Carroll County		1.4 Contractor Address Box 432 1529 White Mountain Highway North Conway, NH 03860	
1.5 Contractor Phone Number 603-356-7006	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$442,961.91
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SANDRA BORRIN EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>Dec. 1st 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Gail Boucher, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>12/6/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/5/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Carroll County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
    - 2.1.2.1. Receive referrals from an individual's health care provider(s).
    - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.





- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
  - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
  - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
  - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
  - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

#### 2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

### 3. Staffing

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.





Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>				
<b>1/1/2017 through 06/30/2017 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	9,429	\$9.58	\$90,325.03
In Home Care Services (Title III)	1/2 Hour	390	\$9.58	\$3,736.20
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,600	\$12.50	\$32,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>				
<b>7/1/2017 through 06/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	18,857	\$9.58	\$180,650.06
In Home Care Services (Title III)	1/2 Hour	780	\$9.58	\$7,472.40
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	5,200	\$12.50	\$65,000.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>				
<b>7/1/2018 through 09/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	4,714	\$9.58	\$45,160.12
In Home Care Services (Title III)	1/2 Hour	195	\$9.58	\$1,868.10
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,300	\$12.50	\$16,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials: AK

Date: 07-1-16



**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:**

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
  
12. **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.
  
13. **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:
  - 13.1. 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.
  
14. **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.
  
15. **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.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

12-1-16  
Date

Sandra Rukn  
Name: SANDRA RUKN  
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12-1-16  
Date

Suzanne B. Lee  
Name: SUZANNE B. LEE  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12-1-16  
Date

Sharon Bue  
Name: SHARON BUE  
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials 12-1-16

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12-1-16  
Date

Sandra Buda  
Name: SANDRA BUDA  
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials 12-1-16

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12-1-16  
Date

Sandra Ruka  
Name: SANDRA RUKA  
Title: Executive Director





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

_____	<u>VETERANS WORSE HOME CARE HOSPICE</u>
The State	Name of the Contractor <u>of CHARLOTTE COUNTY</u>
<u>Maureen Ryan</u>	<u>Sandra Ruck</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Maureen Ryan</u>	<u>SANDRA RUCK</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director, OHS</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>12/6/16</u>	<u>12-01-2016</u>
Date	Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12-1-16  
Date

Sandra Beck  
Name: SANDRA BECK  
Title: Executive Director



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 929994960

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



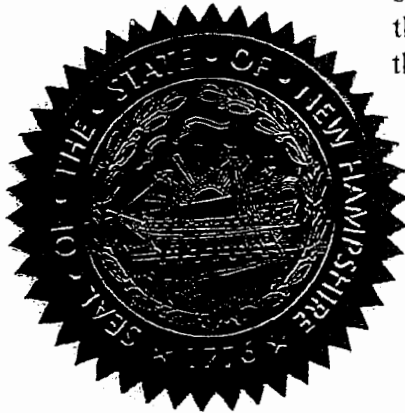
A P

# 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 Visiting Nurse Home Care & Hospice of Carroll County is a New Hampshire nonprofit corporation formed November 16, 1992. 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 28<sup>th</sup> day of April, A.D. 2015



A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



---

**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$742,898.46 from \$1,529,147.80 to read: \$2,272,046.26.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1



**New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing 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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

VNA at HCS

12/27/17  
Date

Susan Ashworth  
Name: Susan Ashworth  
Title: Acting President/CEO

**Acknowledgement of Contractor's signature:**

State of NH County of Cheshire on December 27, 2017 before the undersigned officer, personally appeared the person identified directly 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.

Karen M. Campbell  
Signature of Notary Public or Justice of the Peace

Karen M. Campbell, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 4, 2019

KAREN M. CAMPBELL, Notary Public  
My Commission Expires June 4, 2019



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 1/19/18

Name: \_\_\_\_\_  
Title: Meigan A. Lopez  
Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit B-1 Rate Sheet, Amendment #1

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	44,853	\$9.58	\$429,691.74
In Home Care Services (Title III)	1/2 Hour	693	\$9.58	\$6,638.94
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	46	\$12.50	\$575.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	89,706	\$10.06	\$902,442.36
In Home Care Services (Title III)	1/2 Hour	1,385	\$10.06	\$13,933.10
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	91	\$13.13	\$1,194.83
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

07/01/2018 through 06/30/2019 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	89,706	\$10.06	\$902,442.36
In Home Care Services (Title III)	1/2 Hour	1,385	\$10.06	\$13,933.10
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	91	\$13.13	\$1,194.83
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Susan Ashworth, Acting President/CEO, VNA at HCS, Inc.

Name, Title, and Agency Name



Signature

12/27/17

Date



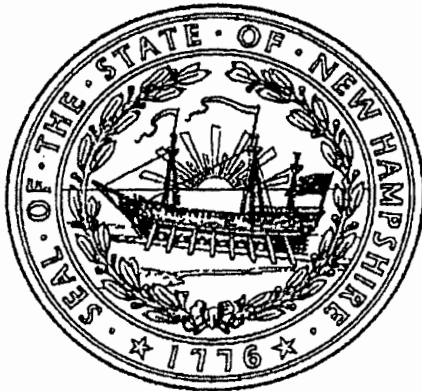
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 67798



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Allen Mendelson, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of VNA at HCS, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on December 27, 2017:  
(Date)

**RESOLVED:** That the Acting President/CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of December, 2017.  
(Date Contract Signed)

4. Susan Ashworth is the duly elected Acting President/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 27th day of December, 2017,

By Allen Mendelson  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 4, 2019

KAREN M. CAMPBELL, Notary Public  
My Commission Expires June 4, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Maureen Cormier	
Berkshire Insurance Group, Inc.		PHONE (A/C, No, Ext): (413)773-9913	FAX (A/C, No): (413)774-3872
117 Main St		E-MAIL ADDRESS: mcormier@berkshireinsurancegroup.com	
Greenfield MA 01301		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	NAIC #: 18058
		INSURER B: Atlantic Charter Insurance Group	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Home Healthcare Hospice & Community Services Inc. and VNA at PO Box 564			
Keene NH 03431			

## COVERAGES

CERTIFICATE NUMBER: 18GLPL17WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1759774	01/04/2018	01/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	WCA00539806	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1759774	01/04/2018	01/04/2019	Per claim 1,000,000 Policy aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Health and Human Services  
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

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## **VALUES AND MISSION STATEMENT**

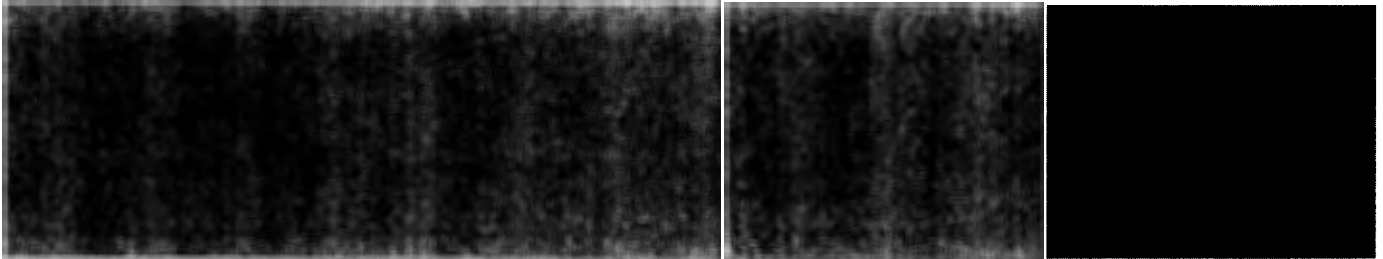
**Because we value:**

- ▶ **The worth and dignity of all people and their right to privacy**
- ▶ **The right of people to make informed choices**
- ▶ **A creative, holistic approach to individuals' and families' needs**
- ▶ **Health and wellness throughout life**
- ▶ **Access to health care and support services to encourage maximum independence**
- ▶ **A commitment by all staff to acquire and share knowledge through education and research**
- ▶ **Continuous self and agency improvement to meet the changing needs of individuals and our communities**
- ▶ **Collaboration with other providers**

**Our mission is:**

**To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.**

<b>Adopted by Board:</b>	<b>September 4, 1997</b>
<b>Reaffirmed by Board:</b>	<b>September 24, 2015</b>
<b>Reaffirmed by Board:</b>	<b>December 1, 2016</b>
<b>Reaffirmed by Board:</b>	<b>December 7, 2017</b>



**CONSOLIDATED FINANCIAL STATEMENTS**

**June 30, 2016 and 2015**

**With Independent Auditor's Report**



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice & Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Home Healthcare, Hospice & Community Services, Inc. and Affiliate as of June 30, 2016 and 2015, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
January 5, 2017

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 353,455	\$ 570,494
Investments	18,671	20,454
Patient accounts receivable, less allowance for uncollectible accounts of \$422,974 in 2016 and \$332,144 in 2015	2,636,850	2,719,905
Other receivables	627,445	489,279
Prepaid expenses	<u>305,691</u>	<u>253,629</u>
Total current assets	3,942,112	4,053,761
Assets limited as to use	11,145,483	10,529,855
Property and equipment, net	<u>3,413,668</u>	<u>3,446,592</u>
Total assets	<u>\$ 18,501,263</u>	<u>\$ 18,030,208</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ 120,000	\$ -
Accounts payable and accrued expenses	438,794	338,054
Accrued payroll and related expenses	1,121,247	1,053,270
Deferred revenue	<u>859,691</u>	<u>589,393</u>
Total current liabilities and total liabilities	<u>2,539,732</u>	<u>1,980,717</u>
Net assets		
Unrestricted	15,053,034	15,171,415
Temporarily restricted	674,266	643,845
Permanently restricted	<u>234,231</u>	<u>234,231</u>
Total net assets	<u>15,961,531</u>	<u>16,049,491</u>
Total liabilities and net assets	<u>\$ 18,501,263</u>	<u>\$ 18,030,208</u>

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The accompanying notes are an integral part of these consolidated financial statements.



**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Consolidated Statements of Operations**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 15,458,805	\$ 14,672,512
Provision for bad debt	<u>(392,553)</u>	<u>(565,262)</u>
Net patient service revenue	15,066,252	14,107,250
Other operating revenue	<u>3,009,828</u>	<u>3,051,572</u>
Total operating revenue	<u>18,076,080</u>	<u>17,158,822</u>
Operating expenses		
Salaries and related expenses	14,725,825	14,317,235
Other operating expenses	4,157,194	3,513,135
Depreciation	<u>437,309</u>	<u>468,369</u>
Total operating expenses	<u>19,320,328</u>	<u>18,298,739</u>
Operating loss	<u>(1,244,248)</u>	<u>(1,139,917)</u>
Other revenue and gains		
Contributions and fundraising income	775,304	326,230
Net assets released for operations	4,246	211,022
Investment income, net	182,973	161,316
Change in fair value of investments	<u>163,344</u>	<u>222,894</u>
Total other revenue and gains	<u>1,125,867</u>	<u>921,462</u>
Deficit of revenue over expenses and decrease in unrestricted net assets	\$ <u>(118,381)</u>	\$ <u>(218,455)</u>

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The accompanying notes are an integral part of these consolidated financial statements.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Deficit of revenue over expenses and decrease in unrestricted net assets	\$ <u>(118,381)</u>	\$ <u>(218,455)</u>
Temporarily restricted net assets		
Contributions	4,400	48,373
Reclassifications from permanently restricted net assets	-	172,637
Investment income	16,152	13,268
Change in fair value of investments	14,115	18,409
Net assets released for operations	<u>(4,246)</u>	<u>(211,022)</u>
Change in temporarily restricted net assets	<u>30,421</u>	<u>41,665</u>
Permanently restricted net assets		
Contributions	-	1,001
Investment income	-	157
Change in fair value of investments	-	266
Reclassifications to temporarily net assets	<u>-</u>	<u>(172,637)</u>
Change in permanently restricted net assets	<u>-</u>	<u>(171,213)</u>
Change in net assets	<u>(87,960)</u>	<u>(348,003)</u>
Net assets, beginning of year	<u>16,049,491</u>	<u>16,397,494</u>
Net assets, end of year	<u>\$ 15,961,531</u>	<u>\$ 16,049,491</u>

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The accompanying notes are an integral part of these consolidated financial statements.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Cash Flows

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ (87,960)	\$ (348,003)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	437,309	468,369
Provision for bad debts	392,553	565,262
Restricted contributions	-	(49,374)
Change in fair value of investments	(177,459)	(241,569)
Investment income restricted for reinvestment	(16,152)	(13,425)
(Increase) decrease in the following assets:		
Investments	1,783	15,598
Patient accounts receivable	(309,498)	(346,071)
Other receivables	(138,166)	(71,949)
Prepaid expenses	(52,062)	43,743
Increase in the following liabilities:		
Accounts payable and accrued expenses	100,740	93,767
Accrued payroll and related expenses	67,977	33,155
Deferred revenue	<u>270,298</u>	<u>19,896</u>
Net cash provided by operating activities	<u>489,363</u>	<u>169,399</u>
Cash flows from investing activities		
Purchase of investments	(2,437,987)	(2,125,163)
Proceeds from sale of investments	2,015,970	2,175,836
Capital expenditures	<u>(404,385)</u>	<u>(188,023)</u>
Net cash used by investing activities	<u>(826,402)</u>	<u>(137,350)</u>
Cash flows from financing activities		
Proceeds from line of credit	120,000	-
Restricted contributions	<u>-</u>	<u>49,374</u>
Net cash provided by financing activities	<u>120,000</u>	<u>49,374</u>
Net (decrease) increase in cash and cash equivalents	(217,039)	81,423
Cash and cash equivalents, beginning of year	<u>570,494</u>	<u>489,071</u>
Cash and cash equivalents, end of year	<u>\$ 353,455</u>	<u>\$ 570,494</u>

The accompanying notes are an integral part of these consolidated financial statements.

# HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### 1. Summary of Significant Accounting Policies

#### Organization

Home Healthcare, Hospice & Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

#### Affiliate

VNA at HCS, Inc., is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice and community services.

#### Principles of Consolidation

The consolidated financial statements include the accounts of the Home Healthcare, Hospice and Community Services, Inc., and its affiliate, VNA at HCS, Inc. (collectively, the Association). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

#### Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

#### Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Allowance for Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews revenue data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 332,144	\$ 357,315
Provision	392,553	565,262
Write-offs	<u>(301,723)</u>	<u>(590,433)</u>
Balance, end of year	<u>\$ 422,974</u>	<u>\$ 332,144</u>

**Investments**

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as non-current assets.

The Association reports investments at fair value and has elected to report all gains and losses in the excess (deficit) of revenue over expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets, statements of operations, and statements of changes in net assets.

# HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### **Assets Limited as to Use**

Assets limited as to use includes designated assets set aside by the Board of Directors and donor contributions.

### **Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Association has been limited by donors.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which is expendable and is recognized as temporarily restricted net assets.

### **Deferred Revenue**

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

### **Patient Service Revenue**

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed-rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

# HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

### Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

## 2. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 335,547	\$ 191,469
U.S. Government and corporate bonds	3,004,848	2,348,193
Marketable securities	4,912,555	4,574,800
Mutual funds	<u>2,911,204</u>	<u>3,435,847</u>
Total investments and assets limited as to use	<u>\$ 11,164,154</u>	<u>\$ 10,550,309</u>
Unrestricted investments	\$ <u>18,671</u>	\$ <u>20,454</u>
Assets limited as to use		
Board-designated for future use	10,236,986	9,651,779
Donor-restricted, temporarily	674,266	643,845
Donor-restricted, permanently	<u>234,231</u>	<u>234,231</u>
Total assets limited as to use	<u>11,145,483</u>	<u>10,529,855</u>
Total investments and assets limited as to use	<u>\$ 11,164,154</u>	<u>\$ 10,550,309</u>

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

**Fair Value**

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

All of the Association's investments were measured on a recurring basis.

	<u>Assets at Fair Value as of June 30, 2016</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Cash and cash equivalents	\$ 335,547	\$ -	\$ 335,547
Corporate bonds	-	2,856,973	2,856,973
Government bonds	147,875	-	147,875
Equity securities	4,912,555	-	4,912,555
Mutual funds	2,911,204	-	2,911,204
Total	<u>\$ 8,307,181</u>	<u>\$ 2,856,973</u>	<u>\$ 11,164,154</u>

	<u>Assets at Fair Value as of June 30, 2015</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Cash and cash equivalents	\$ 191,469	\$ -	\$ 191,469
Corporate bonds	-	2,180,271	2,180,271
Government bonds	167,922	-	167,922
Equity securities	4,574,800	-	4,574,800
Mutual funds	3,435,847	-	3,435,847
Total	<u>\$ 8,370,038</u>	<u>\$ 2,180,271</u>	<u>\$ 10,550,309</u>



HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Investment income and gains for cash equivalents and investments consist of the following:

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Investment income, net of fees	\$ 182,973	\$ 161,316
Change in fair value of investments	163,344	222,894
Restricted net assets		
Investment income	16,152	13,425
Change in fair value of investments	<u>14,115</u>	<u>18,675</u>
Total	<u>\$ 376,584</u>	<u>\$ 416,310</u>

3. Property and Equipment

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 471,403	\$ 471,403
Building and improvements	5,285,796	5,190,786
Furniture, fixtures, and equipment	<u>2,753,382</u>	<u>2,444,704</u>
Total cost	8,510,581	8,106,893
Less accumulated depreciation	<u>5,096,913</u>	<u>4,660,301</u>
Total property and equipment, net	<u>\$ 3,413,668</u>	<u>\$ 3,446,592</u>

4. Line of Credit

The Association has an unsecured \$1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (4.50% at June 30, 2016). The outstanding balance was \$120,000 at June 30, 2016. There was no outstanding balance in 2015.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consists of the following:

	<u>2016</u>	<u>2015</u>
Temporarily restricted		
Jones equipment	\$ 126,621	\$ 121,165
Haskell equipment	268,278	255,138
Operations	81,490	78,107
Meal sites	2,417	2,777
Respite	4,089	4,089
Hospice memorial garden	108,325	105,228
Johnson Family fund	16,720	15,810
Bednar fund	3,877	2,056
Barbara Duckett scholarship	<u>62,449</u>	<u>59,475</u>
Total	<u>\$ 674,266</u>	<u>\$ 643,845</u>
Permanently restricted		
Hospice	\$ 10,000	\$ 10,000
Operations	8,623	8,623
Johnson Family fund	10,202	10,202
Bednar fund	50,000	50,000
Haskell endowment fund	120,570	120,570
Jones endowment fund	<u>34,836</u>	<u>34,836</u>
Total	<u>\$ 234,231</u>	<u>\$ 234,231</u>

In 2015, the Association reviewed historical data relating to permanently restricted net assets and reclassified certain gifts to temporarily restricted net assets based upon interpretation of the initial donor intents. There were no reclassifications in 2016.

# HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### 6. Endowments

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Association;
- (7) The investment policies of the Association;
- (8) The spending policy; and
- (9) Funds with deficiencies.

### Return Objectives and Risk Parameters

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed-upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

### Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

**Spending Policy**

The Association's spending policy is equal to investment returns. All available investment returns earned on endowments are expended, or released from endowment in the year earned.

The following summarizes changes in endowment assets:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balance June 30, 2014	\$ -	\$ 405,444	\$ 405,444
Contributions	-	1,001	1,001
Investment income, net	-	423	423
Reclassification to temporarily restricted net assets	-	(172,637)	(172,637)
Balance June 30, 2015	-	234,231	234,231
Contributions	-	-	-
Investment income, net	-	-	-
Balance June 30, 2016	<u>\$ -</u>	<u>\$ 234,231</u>	<u>\$ 234,231</u>

**7. Patient Service Revenue**

Patient service revenue is as follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 10,503,859	\$ 9,881,992
Medicaid	971,613	1,111,787
Other third-party payers	2,103,203	1,859,583
Municipalities - fee for service	230,028	184,362
Private pay	<u>1,650,102</u>	<u>1,634,788</u>
Total	<u>\$ 15,458,805</u>	<u>\$ 14,672,512</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

# HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$2,684,818 and \$2,879,336 for the years June 30, 2016 and 2015, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

### 8. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 16,094,122	\$ 15,287,565
Administrative and general	<u>3,226,206</u>	<u>3,011,174</u>
Total	<u>\$ 19,320,328</u>	<u>\$ 18,298,739</u>

### 9. Malpractice Insurance

The Association insures its malpractice risks on a claims-made basis. There was one known malpractice claim outstanding at June 30, 2016 and there were no known malpractice claims outstanding at June 30, 2015. There were no unasserted claims or incidents which require loss accrual at June 30, 2016 or 2015. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

### Litigation

The Association is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Association's future financial position or results of operations.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

**10. Retirement Plan**

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$156,431 and \$161,792 for 2016 and 2015, respectively.

**11. Concentration of Risk**

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

	<u>2016</u>	<u>2015</u>
Medicare	50 %	51 %
Medicaid	4	10
Other third-party payers	<u>46</u>	<u>39</u>
Total	<u><u>100 %</u></u>	<u><u>100 %</u></u>

**12. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through January 5, 2017, which is the date the consolidated financial statements were available to be issued.

**HCS/VNA at HCS, Inc.  
FY2018 Board of Directors**

Chair: Allen Mendelson

Vice-Chair: Jane Larmon

Treasurer: David Therrien

Secretary: JoJi Robertson

Betsy Cotter, Director-at-Large

Susan Abert, Esq.

Mike Chelstowski

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Julie Greenwood

Eric Horne

John Maclean

John McIntosh

Maureen O'Brien

Leslie Pitts, MD, FAAFP

Brian Reilly, MD

Judy Sadoski

**EX-OFFICIO**

Cathy Sorenson, CEO  
HCS, VNA at HCS  
312 Marlboro St.  
Keene, NH 03431  
352-2253

Susan Lowe, CFO  
HCS, VNA at HCS  
312 Marlboro St.  
Keene, NH 03431  
352-2253

Susan Ashworth, Acting CEO  
HCS, VNA at HCS  
312 Marlboro St.  
Keene, NH 03431  
352-2253

# Thomas Bathrick, DrPH, MSN, BS, RN

Program Evaluations/Consultant/Educator

Nursing Director/Supervisor and Nurse Educator with 13 years experience in the Community Health, Public Health, and clinical instruction fields. Successful across a broad cross-section of student nurse populations.

Program Evaluator and Consultant to healthcare, management and community health systems. Active participant in development and organizational advancement in a variety of organizations. Doctorate in Public Health concentrating in Epidemiology with a 4.0 GPA following development of an 18-month program evaluation of a state Public Health Advisory Council and its Community Health Improvement Plan.

Willing to relocate: Anywhere

Authorized to work in the US for any employer

## WORK EXPERIENCE

### **Triage Nurse**

Veteran's Affairs Medical Center - White River Junction, VT - 2015-04 - Present

### **American Heart Association BLS Instructor**

DHMC/Valley Regional Hospital - 2006-08 - Present

### **Adjunct Faculty - Nursing Dept**

Salter School of Nursing and Allied Health - Manchester, NH - 2012-08 - 2015-05

I served as a Clinical Instructor for nursing students in the Long Term Care and acute Rehab Centers.

### **Infection Prevention Manager**

Parkland Medical Center - Nashua, NH - 2014-12 - 2015-04

#### Responsibilities

Left when son suffered serious injuries in an ATV accident requiring my undivided attention

### **Clinical Director**

St Joseph Home & Hospice - Nashua, NH - 2014-04 - 2014-11

#### Responsibilities

Develop policy & procedure, implement corrective action for JHACO and Medicare compliance, Infection Control, Staff Education, Team building

#### Accomplishments

Developed new policies related to medication reconciliation, staff development and productivity. Assisted with Magnet recognition as first home care agency in NH with such recognition.

Reason for leaving related to dissolving of position during hospital cutbacks

### **Public Health Nurse III**

Vermont Department of Health - White River Junction, VT - 2011-02 - 2014-01

District Office Supervisor



**Clinical Director (Interim)**

Trusting Hands Home Health - Newport, NH - 2009-05 - 2011-02

**Certified Anesthesia Tech, Perioperative**

DHMC - Lebanon, NH - 1998 - 2011

Support Tech II, Surgical Asst., PCT II, ER tech

**Nurse Manager/Health Services Coordinator**

PathWays of the River Valley - Lyme, NH - 2006-01 - 2009-02

**School Nurse**

Mascoma School District - Canaan, NH - 2005-07 - 2006-01

**Staff RN - ICU**

Springfield Hospital - Springfield, VT - 2004-07 - 2004-12

**Metal fabricator, Asst Foreman, Research & Development**

Burtco Metal Systems - 1986-09 - 1998-10

EDUCATION

**PhD in Epidemiology**

Capella University - Minneapolis, MN

2012-09 - 2017-04

**Masters in Nursing**

Gonzaga University - Spokane, WA

2009-09 - 2012-05

**Bachelor Of Science in Applied Technology**

Granite State College

2006 - 2008

CERTIFICATIONS/LICENSES

**RN**

2016-08 - 2018-03

# Catherine A Braught, RN

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## Objective

To obtain an RN position in a clinical facility where a passion for helping and educating people will be an asset to both the team and the patients.

## Summary of Qualifications

### Nursing Skills

RN nursing skills including ICU, Telemetry, Medical Surgical, Rehabilitation and long term care experience, Charge nurse.

### Communication

Use active listening skills to make sure patient's needs are accurately met

### Compassionate

Respond to patients and their families in a caring, empathetic manner without allowing my personal biases to interfere

### Organized

Multi-task effectively in a fast-paced environment

## Employment

Home Healthcare, Hospice & Community Services (VNA at HCS, Inc.)	Keene NH
Director of Customized Care	March 2016-Present
RN Castle Center Adult Day Services	June 2015-March 2016
Cheshire Medical Center	Keene NH
RN ICU/Telemetry/Rehabilitation	November 2012-Present
Valley Regional Hospital	Claremont NH
RN Med/Surgical	January 2012-November 2012
Applewood/ Genesis	Winchester NH
LNA, GN, RN	April 2011 – January 2012
Genesis Eldercare, Keene Center	Keene NH
LNA	2008-2011

**Education**

St Joseph's College of Maine  
BSN  
Standish ME  
Expected Graduation Summer 2015

River Valley Community College  
Associate in Science Nursing  
Phi Theta Kappa Honor Society  
Claremont NH  
May 2011

**Licensures and Certifications**

NH Board of Nursing  
Registered Nurse  
July 2011  
064943-21

ACLS Provider  
4/19/2013-04/2015

CPR/AED for the Professional Rescuer and the Healthcare Provider  
02/2014-02/2016

**References**

Available upon request

**VNA at HCS, Inc.**

**In-Home Care Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Thomas Bathrick	Chief Clinical Operating Officer	\$105,000	0%	\$0
Catherine Braught	Director of Customized Care	\$82,400	24.75%	\$20,394.00



16 *man*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

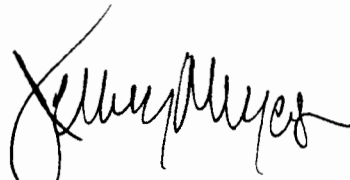
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:  
Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>



**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95





New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prtctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-12)

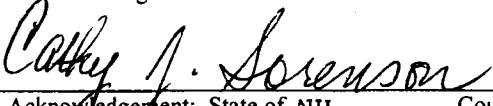
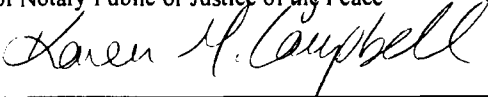
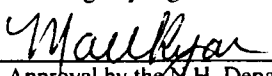
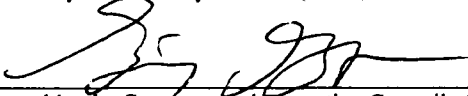
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name VNA at HCS		1.4 Contractor Address 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-2253	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$1,529,147.80
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cathy J. Sorenson, President/CEO	
1.13 Acknowledgement: State of NH, County of Cheshire On 12/1/2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		KAREN M. CAMPBELL, Notary Public My Commission Expires June 4, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Karen M. Campbell, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: 12/6/16 Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/15/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary; and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Cheshire County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her





- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
  - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
  - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
  - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. 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.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer





working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they may be transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

#### 2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

### 3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

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**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	44,853	\$9.58 \$429,691.74
In Home Care Services (Title III)	1/2 Hour	693	\$9.58 \$6,638.94
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	46	\$12.50 \$575.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50 \$0.00

07/01/2017 through 06/30/2018 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	89,706	\$9.58 \$859,383.48
In Home Care Services (Title III)	1/2 Hour	1,385	\$9.58 \$13,268.30
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	91	\$12.50 \$1,137.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50 \$0.00

07/01/2018 through 09/30/2018 Service Units			
	Unit Type	Total # of Units of Service anticipated to be delivered.	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>			
In Home Care Services (Title XX)	1/2 Hour	22,427	\$9.58 \$214,850.66
In Home Care Services (Title III)	1/2 Hour	346	\$9.58 \$3,314.68
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	23	\$12.50 \$287.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50 \$0.00

Contractor Initials: *cp*

Date: 12/1/18



**SPECIAL PROVISIONS**

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

*Cp*

*12/1/14*





- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

New Hampshire Department of Health and Human Services  
Exhibit C



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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **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.
  - 11.2. **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.
  
12. **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.
  
13. **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:
  - 13.1. 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.
  
14. **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.
  
15. **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.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### 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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)  
312 Marlboro St., Keene, NH 03431  
Arborway, PO Box 343, Charlestown, NH 03603  
45 Main St., PO Box 496, Peterborough, NH 03458  
Check  if there are workplaces on file that are not identified here.

Contractor Name: VNA at HCS, Inc.

12/1/2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: VNA at HCS, Inc.

12/1/2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: VNA at HCS, Inc.

December 1, 2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

CP

12/1/16

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: VNA at HCS, INC.

12/1/2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials CP

Date 12/1/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: VNA at HCS, Inc.

12/1/2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI





Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

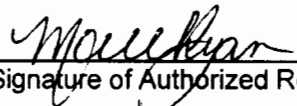
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

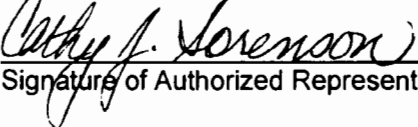


Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
 The State  
  
 Signature of Authorized Representative  
Maureen Ryan  
 Name of Authorized Representative  
Director, OHS  
 Title of Authorized Representative  
12/1/16  
 Date

VNA at HCS, Inc.  
 Name of the Contractor  
  
 Signature of Authorized Representative  
Cathy J. Sorenson  
 Name of Authorized Representative  
President/CEO  
 Title of Authorized Representative  
December 1, 2016  
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: VNA at HCS, Inc.

12/1/11  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 789867421
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____